

This Indenture, Made this Twenty day of January in the year of our Lord one thousand eight hundred and ninety six between William A. Williams and Minnie A. Williams (wife) of Dodge City in the County of Ford and State of Kansas of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of Two hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part all heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot No. 6 in the town of Highland Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said William A. Williams and Minnie A. Williams do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances insured in favor of the mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of One certain Note and four coupons this day executed and delivered by the said William A. Williams and Minnie A. Williams to the said party of the second part heirs or assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part all executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said William A. Williams his heirs and assigns.

In Witness Whereof, The said part all of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

N. T. Coolidge

William A. Williams (SEAL.)

Minnie A. Williams (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Ford } ss.

Be it Remembered, That on this 21<sup>st</sup> day of January, A. D. 1896, before me, N. T. Coolidge a Notary Public in and for said County and State, came William A. Williams and Minnie A. Williams his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 25<sup>th</sup> 1897  
Recorded Jan 25 A. D. 1896 at 12 o'clock M.

N. T. Coolidge

Notary Public.

James Brooks  
Register of Deeds.

(For Release See Book 37 Page 443)