

This Indenture, Made this Twenty Eighth day of January in the year of our Lord one thousand eight hundred and ninety six between Philip Ernst (Unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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: The undivided One half (1/2) of the South half (1/2) of the South West quarter (1/4) of Section No. one (1) Township No. Thirteen (13) South of Range No. Twenty (20) East, Also the undivided One half (1/2) of that part of the South West quarter (1/4) of Section No. Twelve (12) Township No. Thirteen (13) Range No. Twenty (20) East described as follows: Beginning at the South West corner of said Section No. Twelve (12) Thence North Ninety (90) rods Thence East Eighty (80) rods Thence South Twenty (20) rods Thence East Eighty (80) rods Thence South to middle of Wakarusa Creek Thence up the middle of said creek to beginning of said One Hundred (100) rods with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Philip Ernst

do do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Philip Ernst to the said party of the second part: her 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, the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her 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 party of the second part her 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 of the second part Philip Ernst on demand to the said Philip Ernst heirs and assigns.

In Witness Whereof, The said party of the first part, he do hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29th day of January, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Philip Ernst

to me personally known to be the same person 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 April 22nd 1897
Recorded January 29 A. D. 1896 at 2 o'clock P. M.

John M. Newlin Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the Original Instrument:
The Note herein described having been paid in full this mortgage is hereby released, and the lien thereby created is discharged.
At witness my hand, this 29th day of January A. D. 1897
Mary J. Bailey

Recorded January 29, 1897

By Fred Brooks, Deputy Register of Deeds