

This Indenture, Made this Eleventh day of January in the year of our Lord one thousand eight hundred and ninety nine between C. C. Balch and Mary E. Balch of Nebraska in the County of Douglas and State of Nebraska of the first part, and John P. Atglen and George M. Barker of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of fourteen 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 parties of the second part their 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 West half of the South East quarter of Section sixteen (16) Township fifteen (15) Range twenty One East, containing Eighty Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. C. and Mary E. Balch 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

This grant is intended as a Mortgage to secure the payment of the sum of fourteen hundred dollars according to the terms of three certain promissory notes this day executed and delivered by the said C. C. and Mary E. Balch to the said parties of the second part: One note for \$500.00 due January 1<sup>st</sup> 1899. One for \$500.00 due January 1<sup>st</sup> 1900 and one for \$400.00 due January 1<sup>st</sup> 1901, each bearing 8 percent interest per annum payable annually. Said parties have the privilege of paying any sum from \$100.00 upon the principal at any interest maturity 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 parties of the second part their 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 parties of the second part their 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 C. C. and Mary E. Balch or their heirs and assigns.

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

Signed and delivered in presence of

C. C. Balch (SEAL.)  
Mary E. Balch (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Johnson

Be it Remembered, That on this 5<sup>th</sup> day of February, A. D. 1896, before me, J. O. Pickering, a Notary Public in and for said County and State, came C. C. Balch and Mary E. Balch 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 July 13<sup>th</sup> 1899  
Recorded Feb 15 A. D. 1896 at 8<sup>30</sup> o'clock A. M. J. O. Pickering Notary Public.

James Brooks Register of Deeds.

The following is Exposure on the original instrument.  
For Value received & hereby Acknowledge full payment  
and satisfaction of the within Mortgage this 13<sup>th</sup> day of Dec. A.D. 1906.  
J. L. Page.

Recorded Dec 22<sup>nd</sup> 1906.  
A. W. Armstrong,  
Register of Deeds.

(For assignment see Book 33, Page 1)