

This Indenture, Made this 15th day of February in the year of our Lord one thousand eight hundred and ninety th between Mr. S. Steele and Mary D. Steele wife of Belvoir in the County of Douglas and State of KANSAS of the first part, and John L. Steele and Ella Steele 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 South East Quarter of Section No. Thirteen (13) in Township No. Thirteen (13) South of Range No. Seventeen (17) and the North West Quarter of Section No. Nineteen (19) Township No. Thirteen (13) South of Range No. Eighteen (18) also that part of the South West Quarter Section No. Nineteen (19) Township Thirteen (13) South of Range No. Eighteen (18) about Seven (7) Acres in the aggregate about 300 acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 except a mortgage of twenty five hundred dollars

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 S. Steele to the said parties of the second part: aggregating about Fourteen Hundred Dollars

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 the 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 the 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 parties making such sale on demand to the said S. Steele 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

S. Steele (SEAL.)
Mary D. Steele (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 15 day of February, A. D. 1896, before me, L. S. Steele, a Notary Public in and for said County and State, came Mr. S. Steele and Mary D. Steele wife 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 June 18 1898 L. S. Steele Notary Public.
Recorded Feb 16 A. D. 1896 at 5 o'clock 9 M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and the check created discharged.
As Witness my hand this 21st day of Jan'y, A.D. 1899.
J. S. Steele
Ella Steele

Recorded January 28th 1899, W. H. Norman, Register of Deeds