

This Indenture, Made this Second day of March in the year of our Lord one thousand eight hundred and ninety six between J. T. Hodges and Agnes S. Hodges wife of Bond in the County of Douglas and State of Kansas of the first part, and Joseph Newlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Ten hundred and fifty 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 his 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: Beginning at the north west corner of the North West quarter (1/4) of section six township fourteen (14) of Range Nineteen (19) thence South One hundred and twenty (120) rods East Fifty three and (3) rods North One hundred and twenty (20) rods, West Fifty three and (3) rods to beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. T. Hodges and Agnes S. Hodges 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 Ten hundred and fifty Dollars

according to the terms of One certain note and ten coupons this day executed and delivered by the said J. T. Hodges and Agnes S. Hodges to the said party of the second part: his 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 his 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 his 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 J. T. Hodges his 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

John M. Newlin

J. T. Hodges (SEAL.)

Agnes S. Hodges (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 2nd day of March, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came J. T. Hodges and Agnes S. Hodges 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 2nd 1897

Recorded March 10 A. D. 1896 at 3 o'clock P M.

John M. Newlin

Notary Public.

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 lien thereby created is discharged. As Witness my hand this 31 day of March  
A.D. 1896.  
By John S. Compustaff Reg.  
C. H. Tucker atty.  
J. H. Little.

Assignment See Book 41 Page 435