

This Indenture, Made this 13 day of March in the year of our Lord one thousand eight hundred and ninety six between D. O. Tiger and Ella Tiger his wife of Clinton in the County of Douglas and State of Kansas of the first part, and Myrtle Everingham of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five Hundred Twenty Four and 3/10 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 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 East Twenty Two (22) Acres of the South West Quarter (1/4) of Section Twenty Four (24) in Township Thirteen (13) Range Eighteen (18) Except Five (5) Acres in the South East corner deeded to Mrs. S. Hughes Aug. 9, 1871.

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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Twenty Four and 3/10 Dollars according to the terms of One certain Note and five coupons this day executed and delivered by the said parties of the first part to the said party of the second part:

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 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 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 parties of the first part 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

John Adams

D. O. Tiger

Ella Tiger

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 16 day of March, A. D. 1896, before me, J. N. Bullock, a Notary Public in and for said County and State, came D. O. Tiger and Ella Tiger 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 Jan 9 1899.

Recorded March 18 A. D. 1896 at 9:20 clock A. M.

J. N. Bullock

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 29<sup>th</sup> day of Aug - 1901.

Witness: Ellie B. Sopman  
Deputy Register of Deeds

Myrtle Everingham  
Atty in fact for