

This Indenture, Made this 25<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety six between William C. McClintock (widower) of Sibley in the County of Douglas and State of Kansas of the first part, and Elizabeth Reed of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents do he 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 North half of the South West Quarter of the North East Quarter of Section No twenty one (21) and the South West Quarter of the South West Quarter of the North East Quarter of Section No twenty one (21) all in Township No thirteen (13) South of Range No twenty (20) East

with all the appurtenances, and all the estate, title and interest of the said party... of the first part therein. And the said William C. McClintock 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 Three Hundred Dollars \$300 according to the terms of One certain Note this day executed and delivered by the said William C. McClintock to the said party... of the second part: Payable three years after date with interest at seven per cent per annum payable annually.

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 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... making such sale on demand to the said William C. McClintock his heirs and assigns.

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

Signed and delivered in presence of

Wm C. McClintock (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 25 day of March, A. D. 1896, before me, L. A. Steele, a Notary Public in and for said County and State, came Wm C. McClintock

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. A. Steele  
Recorded March 25 A. D. 1896 at 3<sup>30</sup> o'clock P. M. Notary Public.

James Brooke  
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 discharged. As witness my hand, this 7<sup>th</sup> day of Sept. 1896 A.D. 1896.

Elizabeth Reed  
Marshall H. Berry  
Grantor of the above of Elizabeth Reed, dec'd.

Received Sept. 11-1896  
L. W. Dorman  
Register of Deeds  
By Bill B. Dorman  
Deputy