

This Indenture, Made this 31<sup>st</sup> day of March in the year of our Lord one thousand eight hundred and ninety six between Benjamin F. Cowles of Seelye in the County of Douglas and State of Kansas of the first part, and Susan B. Miller of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Four Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he grant, bargain, sell and mortgage to the said party of the second part he 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 1/2 of the N.W. 1/4 of Section Thirty five (35) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Benjamin F. Cowles 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 except a mortgage of \$200.00 given to Susan B. Miller

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of a certain Promissory note this day executed and delivered by the said Benjamin F. Cowles 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 he 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 he 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 Benjamin F. Cowles 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

Benjamin F. Cowles (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 31 day of March, A. D. 1896, before me, a Justice of the Peace, a Notary Public in and for said County and State, came

Benjamin F. Cowles 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 189

Recorded April 2 A. D. 1896 at 9 o'clock P M.

R. M. Dunning, J.P. Notary Public.

James Brooks Register of Deeds.

The full original 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 7th day of May A.D. 1898

Recorded May 7, 1898, L. P. Norman  
Register of Deeds 109 N. E. 100 S. 10 P.