

This Indenture, Made this The Thirtieth day of May in the year of our Lord one thousand eight hundred and ninety Six between Mahala Bugh and E. D. Bugh (husband) of Clinton in the County of Douglas and State of Kansas of the first part, and N. E. Brelsford of the second part,

Witnesseth, That the said party all of the first part in consideration of the sum of One 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 party all 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: Lot 11 (10) Eleven (11) and Twelve (12) in Block Twenty four (24) in the town of Clinton Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Mahala Bugh and E. D. Bugh 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 Insured in favor of Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of One certain Note & four Coupons this day executed and delivered by the said Mahala Bugh and E. D. Bugh to the said party all 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 all of the second part their 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 part all 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 all making such sale on demand to the said Mahala Bugh heirs and assigns.

In Witness Whereof, The said party all of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Mahala Bugh (SEAL.)
E. D. Bugh (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of May, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Mahala Bugh and E. D. Bugh 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 April 28 1899

Recorded May 8 A. D. 1896 at 4 1/2 o'clock P. M.

John M. Newlin

Notary Public.

James Brooks
Register of Deeds.

The following was endorsed on the original instrument
The late Lewis described having been paid in full this mortgage
is hereby released and the lien thereby created discharged as witness
my hand this 13th day of May A.D. 1896

Wm. Hiram C. Smith

Recorded June 8 1898, Ex-Sherman Register of Deeds 3

(The assignment in book 31 Page 396) by H. K. Fisher & Co.

L. S.