

This Indenture, Made this Sixth day of June in the year of our Lord one thousand eight hundred and ninety six between B. E. Percy an married man of Willow Springs in the County of Douglas and State of Kansas of the first part, and Merchants Loan & Savings Bank of Lawrence, Ks. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part its successors 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 a point Eighty (80) rods South of the North East corner of the North West Quarter of Sec. 10, Township 14, Range 19, thence West 8 rods thence South 2 1/2 rods thence East 8 rods to the East line of said quarter section thence North 2 1/2 rods to the beginning, less the West two (2) acres of said tract containing 11 3/4 acres more or less; Also the South 1/2 of the North 1/2 of the South East 1/4 of the North West Quarter of Section 10 in Township 14, Range 19, less the following: begin at the North West corner of said South 1/2 of 1/2 of S.E. 1/4 of said NW. q. sec. 10 thence East 12 rods 14 links thence South Easterly following a lone wall to the South line of said described land to a point 20 rods East of the South West corner thereof; thence West 20 rods, thence North 13 rods to the beginning containing 5 acres more or less, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part

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 Two hundred and fifty Dollars

according to the terms of One certain promissory Note this day executed and delivered by the said party of the first part to the said party of the second part: payable five years after date with interest at Eight percent per annum, payable semi-annually, the right being reserved to pay fifty dollars or any multiple thereof on the principal sum at any interest paying period.

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 successors 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 successors, 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 party of the first part his heirs and assigns.

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

Signed and delivered in presence of

B. E. Percy (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of June, A. D. 1896, before me, Wm. J. Sinclair, a Notary Public in and for said County and State, came B. E. Percy (single man)

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 herunto set my hand and affixed my official seal on the day and year last above written.

My commission expires October - 4 - 1896 Wm. J. Sinclair
Recorded June - 8 - 1896 at 5 o'clock P. M. 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 hereby created, discharged, as attested by my hand, this 7th day of June A.D. 1901
Wm. J. Sinclair
Deputy-Register of Deeds

Recorded June 7-1901
W. J. Sinclair
Deputy-Register of Deeds
By Will B. Johnson