

This Indenture, Made this Tenth day of August in the year of our Lord one thousand eight hundred and ninety six between Lee Stewart and Louisa Stewart his wife of Yrland in the County of Douglas and State of Kansas of the first part, and William E. Barnes of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and twenty five 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, his 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: Beginning at a stone in the north west corner of lot number thirty two (32) as surveyed and plotted on the 29th day of April 1884 by Alva H. Parsons County Surveyor of Douglas County thence bed on the north line one hundred and twenty seven feet thence south on the east line one hundred and sixteen feet thence west Eighty Eight feet to the west line thence one hundred and twenty three feet in a north westerly direction to the place of beginning containing 1/4 of 70 feet of land more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lee Stewart and Louisa Stewart his wife 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 One Hundred and twenty five dollars and interest at 7 per cent according to the terms of 9 certain Note of hand this day executed and delivered by the said Lee Stewart and Louisa Stewart his wife 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, his heirs, 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, his 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 Lee Stewart his 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

Lee Stewart (SEAL.)  
Louisa Stewart (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 10 day of August, A. D. 1896, before me, the undersigned, a Notary Public in and for said County and State, came Lee Stewart and Louisa Stewart his wife 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 Dec 30 1899 Joseph Bliff Notary Public,  
Recorded Aug 14 A. D. 1896, at 11 15 o'clock M.

James Brooks  
Register of Deeds.

The foregoing was 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 10th day of August A.D. 1897.

Recorded June 11 1898. J. H. Gasman Register of Deeds.