

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fourteenth day of August in the year of our Lord one thousand eight hundred and ninety six between Mary S. Elwell (widow) of Winland in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do so 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: West half of the South West quarter of Section Two (2), in Township fourteen (14), of 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 Mary S. Elwell do hereby covenant and agree that at the delivery hereof she 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 Dollars according to the terms of One certain Note this day executed and delivered by the said Mary S. Elwell to the said party of the second part: her heirs or assigns

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 part 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 part making such sale on demand to the said Mary S. Elwell, her heirs and assigns.

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

Signed and delivered in presence of Mary S. Elwell (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14 day of August, A. D. 1896, before me, R. B. Manley, a Notary Public in and for said County and State, came Mary S. Elwell 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 Nov. 14th 1896 R. B. Manley Notary Public.
Recorded Aug 14 A. D. 1896, at 2³⁰ o'clock P.M.

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 thereby discharged, as Witness my hand this 29th day of March A.D. 1898

Mary J. Bailey

Attest
R. B. Manley, Recorded Mar 29 1898
Official Notary Public for Kansas

