

**This Indenture**, Made this 25<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and ninety six between John Westergren and Josephine Westergren, his wife of Clearfield in the County of Douglas and State of Kansas of the first part, and Mary J. Fuller of the second part.

**Witnesseth**, That the said part 1 of the first part in consideration of the sum of Three 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 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:

The East One half (1/2) of the West One half of the South East quarter (1/4) of Section Twenty Nine (29), Township Fourteen (14), Range Twenty one (21), containing 40 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said John and Josephine Westergren, husband & wife do hereby covenant and agree that at the delivery hereof they 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 Three hundred Dollars according to the terms of One certain Note this day executed and delivered by the said John & Josephine Westergren to the said party of the second part: Dated July 25-1896, Time 3 years, Interest Six (6) per cent, Payable at the Badwin State Bank

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 party 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 party making such sale on demand to the said John or Josephine Westergren heirs and assigns.

**In Witness Whereof**, The said part 1 of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

John Westergren (SEAL.)  
Josephine Westergren (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 25 day of July, A. D. 1896, before me, J. E. Hair a Notary Public in and for said County and State, came John Westergren and Josephine Westergren 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 Aug 3-1896 J. E. Hair Notary Public.  
Recorded Sept 8 A. D. 1896, at 3:30 o'clock A. M.

James Brooks  
Register of Deeds.

*This following is witness of an original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the line thereby created discharged  
As Witness my hand this 24<sup>th</sup> day of July A.D. 1899.  
Mary J. Fuller*

*Recorded January 7<sup>th</sup> 1901 by James Brooks Register of Deeds.*

