

This Indenture, Made this 21st day of September in the year of our Lord one thousand eight hundred and ninety six between E. G. Woodward and Lotta L. his wife of Belinton in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight Hundred and Forty 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: North East quarter of Section Fourteen (14), Township Thirteen (13) Range Seventeen (17) containing 160 acres, more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said E. G. Woodward 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 Eight Hundred and Forty Dollars according to the terms of One certain promissory note this day executed and delivered by the said E. G. Woodward and Lotta L. Woodward his wife to the said party of the second part: due five years from date with interest payable annually at the rate of 7 1/2 percent per annum.

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 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 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 of the second part making such sale on demand to the said E. G. Woodward, his heirs and assigns.

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

Signed and delivered in presence of

E. G. Woodward (SEAL.)
Lotta L. Woodward (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of September, A. D. 1896, before me, Geo. A. Banks, a Notary Public in and for said County and State, came E. G. Woodward and Lotta L. Woodward, husband and wife 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 Dec. 1st 1896 Geo. A. Banks Notary Public.
Recorded September 22 A. D. 1896, at 1²⁵ o'clock P. M.

James Brooks Register of Deeds.

*The following is endorsed on the original instrument:
By note herein described having been paid in full, this mortgage is hereby released, and the bill thereby created, discharged. At witness my hand this first day of October A.D. 1901-
Abraham S. Lewis
Deputy Notary Public
Sub heirs of Mary F. Lewis deceased -*

*Recorded Oct. 25 - 1901 -
J. B. Johnson
Register of Deeds
By Willie B. Johnson Deputy -
(Assigned See Book 3 Page 62)*