

This Indenture, Made this 20<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety six between Chas. A. Ashby single of Media in the County of Douglas and State of Kansas of the first part, and Rose Martin of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Seven Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 North West fractional 2 quarter (1/4) of Section Eighteen (18) Township Fifteen (15) Range Twenty (20) Containing One hundred fifty six and thirty five hundredths acres (156.75). Also the following beginning at the N.E. Corner of NW 1/4 of Sec 18 Township 15 Range 20, thence running West 106 rods, thence South 30 rods, thence East 106 rods thence North 30 rods to place of beginning containing 20 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 Chas. A. Ashby 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 Seven Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Chas. A. Ashby to the said party of the second part. Note Made for 5 years time, Dated at Baldwin Kans. March 1-1896, Interest at 7% per annum, payable semi-annually, Payable at Baldwin State Bank, Baldwin, Kansas, privilege of paying at any time all or part of note 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 and 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 Chas. A. Ashby his heirs and assigns.

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

Signed and delivered in presence of

Charles A. Ashby (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 20 day of April, A. D. 1896, before me, J. E. Hair, a Notary Public in and for said County and State, came Chas. A. Ashby (a 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 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 Nov 19 A. D. 1896, at 12 o'clock M.

James Brooks Register of Deeds.

The foregoing is a correct copy of the original instrument as the same is described having been paid in full, this mortgage is hereby released and the same hereby treated as released.

Witness my hand this 8<sup>th</sup> day of September A.D. 1896.  
J. E. Hair, Notary Public.  
Recorded Sept. 8<sup>th</sup> 1896.

L.A.