

This Indenture, Made this 29 day of Aug in the year of our Lord one thousand eight hundred and ninety six between Sophia A. Waters, b.b. Waters and Minnie Waters, his wife of Wellsville in the County of Franklin and State of Kansas of the first part, and John P. Bell of the second part.

Witnesseth, That the said part all of the first part in consideration of the sum of Fourteen 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 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:

The North One half of the North East Quarter (1/4) Section Six (6) Township No. Fifteen (15) Range No. Twenty one (21) Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Sophia A. Waters and b.b. Waters and Minnie Waters, his wife do hereby covenant and agree that at the delivery hereof they are 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 Fourteen Hundred Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Sophia A. b.b. and Minnie Waters to the said part all of the second part: Date Aug 29-1896. Due in 3 years Payable at Baldwin Bank. Int at 7 percent. Payable Annually

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 part all 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 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 all making such sale on demand to the said Sophia A. Waters, or b.b. Waters, or their heirs and assigns.

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

Signed and delivered in presence of

Sophia A. Waters (SEAL.)
b.b. Waters (SEAL.)
Minnie Waters (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 29 day of Aug, A. D. 1896, before me, J. E. Nair, a Notary Public in and for said County and State, came Sophia A. Waters b.b. Waters, and Minnie Waters (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 Aug 3-1900 J. E. Nair Notary Public.
Recorded Dec 2 A. D. 1896, at 8:15 o'clock A.M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument.
 Release. This note herein described having been paid in full
 this mortgage is hereby released and the lien thereby
 created is discharged. At witness my hand this 24 day
 of May A.D. 1903.
 Attest, W. M. Clark,
 W. M. Clark, Register of Deeds, J. E. Nair.

Recorded May 7-1903.

(L.S.)