

This Indenture, Made this Ninth day of December in the year of our Lord one thousand eight hundred and ninety six between William S. Skaggs of the Township of Eliza S. Skaggs his wife, of Township of Marion in the County of Douglas and State of Kansas of the first part, and Lizzie E. Reher of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Eight 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 West One hundred (100) Acres of the North West quarter of Section Number Nine (9) in Township Number fifteen (15) of Range Eighteen (18) in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

Save one certain Mortgage of \$900 to Russell & Metcalf and one certain other Mortgage of \$700 to L. E. Reher

This grant is intended as a Mortgage to secure the payment of the sum of

Eight hundred Dollars

according to the terms of Two certain Promissory Notes this day executed and delivered by the said Parties of the first part to the said party of the second part:

The first of which is for \$1000 payable in one year and the second for \$1000 payable five years from this date with interest on both notes payable annually at 8% it is further understood and agreed that the principal money of said last named note shall not be payable until at any time or times of them, or \$100 on account thereof and stop interest 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 Parties of the first part heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

William S. Skaggs (SEAL.)

Eliza S. Skaggs (SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 9th day of December, A. D. 1896, before me, Hugh Blair, a Notary Public in and for said County and State, came William S. Skaggs and Eliza S. Skaggs, his wife, to me personally known to be the same person S. 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 28th Decr 1897

Recorded December 9 A. D. 1896, at 11²⁵ o'clock A.M.

Hugh Blair Notary Public.
James Brooks Register of Deeds.

The following instrument is the original instrument
The grant herein described having been paid in full this mortgage
is hereby released and the lien hereby created discharged
As Witness my hand this 1st day of December A.D. 1896.
Lizzie E. Reher
Recorded January 9th 1900. H. H. Norman Register of Deeds.