

**This Indenture**, Made this Nineteenth day of December in the year of our Lord one thousand eight hundred and ninety six, between Maggie Chambers formerly Maggie Geelan and Oliver W. Chambers (husband) of Big Springs in the County of Douglas and State of Kansas of the first part, and E. Breilford of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Two hundred and seventy five 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 West half (1/2) of the South East quarter (1/4) of Section Two (2) Township Twelve (12) Range Seventeen (17) containing Eighty (80) Acres More or Less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Maggie Chambers and Oliver W. Chambers 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.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and seventy five Dollars according to the terms of One certain Note this day executed and delivered by the said Maggie Chambers and Oliver W. Chambers to the said party of the second part: his heirs and assigns.

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 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 making such sale on demand to the said Maggie Chambers heirs and assigns.

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

Signed and delivered in presence of

Maggie Chambers (SEAL.)  
Oliver W. Chambers (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 19 day of December, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Maggie Chambers and Oliver W. Chambers 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 April 18 1899 John M. Newlin Notary Public.  
Recorded Dec 22 A. D. 1896, at 7:30 o'clock P. M.

James Brooks  
Register of Deeds.

*This following is insured on Original Deed Trust  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged  
Attest: A witness my hand this 14th day of Dec. A.D. 1897.  
R. Massey William Henry*

*Recorded Dec. 14 1897*

*(Assigned See Book 2 Page 413)*

*James Brooks  
By John M. Newlin*

*LA*