

This Indenture, Made this second day of January in the year of our Lord one thousand eight hundred and ninety seven between William H. Armstrong and Anna M. Armstrong his wife of Douglas in the County of Douglas and State of Kansas of the first part, and O. S. Tyndall of said County and State of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five thousand 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 of Section No. thirteen (13) Township thirteen (13) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William H. Armstrong 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 Five thousand dollars according to the terms of three certain promissory notes this day executed and delivered by the said William H. Armstrong to the said party of the second part: all of said notes here with payable to the order of said O. S. Tyndall with interest from date at the rate of seven percent per annum payable semi annually, one for \$1800.00 payable on or before September 1st 1897, one for \$1700.00 payable on or before March 1st 1898 and one for \$1000.00 payable on or before June 1st 1898 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 O. S. Tyndall 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

W. H. Armstrong (SEAL)
Anna M. Armstrong (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this second day of January, A. D. 1897, before me, _____, a Notary Public in and for said County and State, came William H. Armstrong and Anna M. Armstrong his wife 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 March 1st 1897 R. B. Cooper Notary Public.
Recorded Jan 2 A. D. 1897, at 3:15 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the Original Instrument
The notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
Witness my hand, this 20th day of Nov. A.D. 1897
Edward Harvey

Recorded Nov. 27, 1897.
James Brooks
Register of Deeds
By J. A. Cooper
(For Assignment see Book 31 Page 251)

