

This Indenture, Made this 22 day of January in the year of our Lord one thousand eight hundred and ninety seven between Mary A. Clemons and Arch L. Clemons wife and husband of Moelia in the County of Douglas and State of Kansas of the first part, and Nelson Merchant of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred Fifty 200 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 South Quarter (1/4) of the North West Quarter (1/4) of Section Sixteen (16) Township fifteen (15) Range thirty (30) containing forty (40) 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 Mary A. Clemons and husband 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 Fifty Dollars 250 according to the terms of One certain promissory note this day executed and delivered by the said Mary A. Clemons and husband to the said party of the second part: due and payable five years from date of Jan 22 1897 with interest thereon at the rate of 8 percent per annum 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 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 Mary A. Clemons and husband 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

Mary A. Clemons (SEAL.)  
Arch L. Clemons (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 22 day of Jan, A. D. 1897, before me, L. E. Kiddle, a Notary Public in and for said County and State, came Mary A. Clemons and Arch L. Clemons wife and husband 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 July 9 1898 L. E. Kiddle Notary Public.  
Recorded Jan 25 A. D. 1897, at 8:30 o'clock A. M.

James Brooke  
Register of Deeds

(The following is endorsed on the original instrument)  
This note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 22 day of January A. D. 1917.  
Nelson Merchant  
Ed. Helman  
Monte Visti, Colo.

Recorded Nov 23 1917  
Estelle Northrup  
Register of Deeds