

This Indenture, Made this 18th day of February in the year of our Lord one thousand eight hundred and ninety 97 between W. E. Stone and Maggie V. Stone (his wife) of Big Springs in the County of Douglas and State of Kansas of the first part, and William Henry of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Sixty 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 North West quarter (1/4) of the North East quarter (1/4) of Section twelve (12), Township twelve (12), Range seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said W. E. Stone and Maggie V. Stone (his wife) do hereby covenant and agree that at the delivery hereof 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.

Except one three hundred and fifty Dollars mortgage payable to William Henry

This grant is intended as a Mortgage to secure the payment of the sum of Sixty five Dollars with interest at 8 percent payable semi-annually according to the terms of One certain Promissory note this day executed and delivered by the said W. E. Stone and Maggie V. Stone to the said party of the second part: and due three years after date

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 W. E. Stone and Maggie V. Stone heirs and assigns.

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

Signed and delivered in presence of

W. E. Stone (SEAL.)

Maggie V. Stone (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 18th day of February, A. D. 1897, before me, J. N. Bouebrate, a Notary Public in and for said County and State, came W. E. Stone and Maggie V. Stone, 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 Jan 11 1900 J. N. Bouebrate Notary Public.  
Recorded Febr 12 A. D. 1897, at 5 o'clock P. M.

James Brooks Register of Deeds.

The foregoing is indented on the original instrument the date herein described having been paid in full the mortgage is hereby released and the title hereby made of record of the witnesses my hand this 18th day of February A.D. 1901

Recorded Feb 23 1901 J. N. Bouebrate Register of Deeds