

This Indenture, Made this March 1st day of March 1st in the year of our Lord one thousand eight hundred and ninety seven between Henry Elm and his wife Minnie Elm of Willow Springs in the County of Douglas and State of Kansas of the first part, and Ellie Marygan Hughes of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of thirteen 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 half of the Southwest quarter of Section Twenty (20) in Township Thirteen (13) of Range Nineteen (19) East.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Henry Elm 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 thirteen hundred Dollars and interest thereon according to the terms of Two certain Notes this day executed and delivered by the said Henry Elm and Minnie Elm to the said party of the second part:

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 Henry Elm, his heirs and assigns.

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

Signed and delivered in presence of

Henry Elm (SEAL.)
Minnie Elm (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 5th day of March, A. D. 1897, before me, J. S. Hoover Justice of the Peace, a Notary Public in and for said County and State, came Henry Elm and his wife Minnie Elm 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

Recorded March 1 A. D. 1897, at 3¹⁰ o'clock P. M.

J. S. Hoover Justice of the Peace
James Brooks Register of Deeds.

The following is indented on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and the lien hereby created is discharged.
As Witness my hand this 30th day of Oct. A.D. 1900.
J. S. Hoover.

Recorded Oct 30 1900.
J. S. Hoover
Register of Deeds (Assigned Deed Book 35 Page 412)