

This Indenture, Made this 8th day of March in the year of our Lord one thousand eight hundred and ninety seven between Wiebe Postma and Mary A. Postma, his wife of in the County of Douglas and State of Kansas of the first part, and Elizabeth Jane Miller of the second part.

**Witnesseth**, That the said party of the first part in consideration of the sum of Twelve Hundred DOLLARS, to her 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 East One Half (1/2) of the South East Quarter of Section No. Sixteen (16) Township Fourteen (14) Range Eighteen (18) East of the Sixth Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Wiebe Postma and Mary A. Postma, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances. Except one Mortgage of \$500.00 Recorded in Book 25 of Mortgages at Page 613 Douglas County Records

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars Due Five years from date, interest at 7 percent payable annually according to the terms of One certain Promissory note this day executed and delivered by the said Wiebe Postma and Mary A. Postma to the said party of the second part: Said parties of the first part reserve the privilege of paying One hundred Dollars or any multiple thereof, at any interest payment period 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 and 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 Wiebe Postma, his 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

Wiebe Postma (SEAL)  
Mary A. Postma (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 8th day of March, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came Wiebe Postma and Mary A. Postma, his wife to me personally known to be the same person<sup>s</sup> 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 November 11, 1897 James Brooks Notary Public.  
Recorded March 8 A. D. 1897, at 8 o'clock P M.

James Brooks Register of Deeds.

The following is indorsed on the original instrument:  
This note has been paid in full, this mortgage is hereby released, and the lien hereby created discharged. As witness my hand, this 24th day of March, A.D. 1900.  
Dallas Fitzpatrick.

Recorded March 24-1900. L. H. Johnson, Register of Deeds, Topeka, Kan. Assigned see Book 33 Page 251

