

This Indenture, Made this Twenty Ninth day of October in the year of our Lord one thousand eight hundred and ninety seven between George A. Loit and S. Catherine Loit, his wife of Grant Township in the County of Douglas and State of Kansas of the first part, and Charles Gaskill of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirteen hundred and fifty (\$1350.) 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 fifteen (15) Acres of the north half of the South West quarter of the South East quarter of Section Number Eighteen (18) in Township Number Twelve (12) South of Range Number Twenty (20) East of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred and fifty (\$1350.00) Dollars according to the terms of Sixteen certain promissory notes this day executed and delivered by the said parties of the first part 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 therefor, 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 or 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 party of the first, then heirs or assigns heirs and assigns.

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

Signed and delivered in presence of

George A. Loit (SEAL.)
S. Catherine Loit (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29 day of October, A. D. 1897, before me, Charles Chadwick, a Notary Public in and for said County and State, came George A. Loit and S. Catherine Loit, husband and wife 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 Sept. 11, 1899 Charles Chadwick Notary Public.
Recorded Oct 29 A. D. 1897, at 4:20 o'clock P. M. Douglas Co Mo

James Brooke Register of Deeds.

The following is indorsed on the original instrument
The state herein described having been paid in full
this Mortgage is hereby released and the same hereby discharged
As Witness my hand this 15th day of November A. D. 1899,
Charles Gaskill

E. J. Dorman Register of Deeds

Recorded Nov 15th 1899.