

This Indenture, Made this 23<sup>rd</sup> day of February in the year of our Lord one thousand eight hundred and ninety seven between Jacob Berge and Mathew Berge of Vinita in the County of Douglas and State of Kansas of the first part, and James A. Deay of the second part.

Witnesseth, That the said part us of the first part in consideration of the sum of six 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 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: West half (1/2) of the South East quarter (1/4) of Section Number Thirty-five (35) in Township Number Thirteen (13), Range, 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 Jacob Berge Mathew Berge 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 except this mortgage

This grant is intended as a Mortgage to secure the payment of the sum of six hundred dollars due in two years after date at 6 percent interest according to the terms of a certain note of hand this day executed and delivered by the said Jacob Berge Mathew Berge 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 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 Jacob Berge and Mathew Berge, their 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

Jacob Berge (SEAL.)  
Mathew Berge (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 23 day of February, A. D. 1897, before me, the undersigned a Notary Public in and for said County and State, came Jacob Berge and Mathew Berge 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 Dec 30th 1899 Joseph D. Liff Notary Public.  
Recorded Dec 18 A. D. 1897, at 9:30 o'clock P. M.

James B. Ross  
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 said Jacob Berge and Mathew Berge are notified to sign and seal this 17th day of March, A.D. 1899.  
James A. Deay.

Recorded March 17th 1899  
J. A. Deay, Register of Deeds