

This Indenture, Made this 22 day of December in the year of our Lord one thousand eight hundred and ninety four between Mary L. Cole and Charles A. Cole, her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and E. J. Henley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and twenty 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 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 South Forty (40) acres of the South East Quarter (14) of Section Thirty-five (35) in Township Fourteen (14) of Range Twenty (20), Douglas County, Kansas

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 owners 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 Three hundred and twenty five Dollars according to the terms of One certain Real Estate Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable three years after date to order of party of second part with interest thereon according to the terms of said note & coupons thereto attached

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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Jennie Watt

Mary L. Cole (SEAL.)

Charles A. Cole (SEAL.)

STATE OF KANSAS, } SS.

County of Douglas

Be it Remembered, That on this 22 day of December, A. D. 1897, before me,

Jennie Watt, a Notary Public in and for said County and State, came Mary L. Cole and Charles A. Cole, her husband

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 30th Mch 1900 Jennie Watt Notary Public.

Recorded Dec 24 A. D. 1897, at 11¹⁰ o'clock AM.

James Brooks Register of Deeds.

The following is a list of all the original instruments
 of the state hereunder by having been paid in full this mortgage
 is hereby released and the lien hereby created is discharged
 All witnesses my hand this 28th day of February A.D. 1901
 at St. Louis, Mo. Henley
 E. J. Henley
 Recorded March 11th 1901
 J. H. Bowman Register of Deeds.