

This Indenture, Made this 2nd day of Feb. in the year of our Lord one thousand eight hundred and ninety Eight between W.S. Purnoy and S.M. Purnoy of Holling in the County of Douglas and State of Kansas of the first part, and R.A. Purnoy Brooks Adams Co. Iowa of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 part 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:

North East quarter of the North West quarter of the South West quarter of Section twelve 12 Township 14 in Range 19 containing ten (10) acres

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said W.S. Purnoy & S.M. Purnoy do hereby covenant and agree that at the delivery hereof there 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 One hundred Dollars according to the terms of a certain promissary note this day executed and delivered by the said W.S. Purnoy & S.M. Purnoy to the said part y 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 part of the second part 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 part of the second part 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 part making such sale on demand to the said 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

J.M. Price
STATE OF KANSAS, } ss.
County of Douglas

W.S. Purnoy (SEAL.)
S.M. Purnoy (SEAL.)
____ (SEAL.)
____ (SEAL.)

Be it Remembered, That on this 2nd day of Feb. A. D. 1898, before me, a Justice of the Peace, a Notary Public in and for said County and State, came W.S. Purnoy and S.M. Purnoy 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 February 15 A. D. 1898, at 2¹⁰ o'clock P. M. W.C. Price J.P. Notary Public.

W.C. Price J.P.
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 26th day of November 1900.

R.A. Purnoy

Attest W.C. Price
Register of Deeds.