

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and ninety Eight between Lewis D. Howard and Kate Howard husband and wife of Sibley in the County of Douglas and State of Kansas of the first part, and Mary Hornell of same place of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: South East quarter of Section No Thirty (30) Town
Ship No Thirteen (13) South of Range No. Twenty (20) East of the Sixth
Principal Meridian, Kansas, containing 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Lewis D. Howard and Kate Howard do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Thousand Dollars

according to the terms of One certain Note this day executed and delivered by the said Lewis D. Howard and Kate Howard to the said part y of the second part: Payable in Five years from date with interest as evidenced by five
coupons attached to said note. This note being for part of the purchase
money

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 part y 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 part y 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 part y making such sale on demand to the said Lewis D. Howard and Kate Howard their heirs and assigns.

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

Signed and delivered in presence of

Lewis D. Howard (SEAL.)
Kate Howard (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 14th day of April, A. D. 1898, before me, L. S. Steele, a Notary Public in and for said County and State, came Lewis D. Howard and Kate Howard husband and wife to me personally known to be the same person s 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 June 15th 1898 L. S. Steele Notary Public.
Recorded April 19th A. D. 1898, at 11¹⁵ o'clock a M.

W. D. Haman
Register of Deeds.

The following is enclosed in the original instrument.
Release. The note herein described having been paid in full.
This mortgage is hereby released and the lien thereon
created is changed. As witness my hand this 27 day of Dec. 20, 1903.
Mary Hornell

Attest: E. L. Brown
J. P. Crawford

Recorded Jan. 30, 1903.
W. W. Mendenhall
Register of Deeds.