

This Indenture, Made this Eleventh day of August in the year of our Lord one thousand eight hundred and ninety eight between W. A. Pence and Mary A. Pence wife of Willard Springs in the County of Douglas and State of Kansas of the first part, and J. B. Newlin of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five Hundred and fifty one 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 half (1/2) of the South half (1/2) of the North East quarter (1/4) of Section Thirty Five (35) Township Fourteen (14) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said W. A. Pence and Mary A. Pence do hereby covenant and agree that at the delivery hereof 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 Five Hundred and fifty One Dollars according to the terms of One certain Note this day executed and delivered by the said W. A. Pence and Mary A. Pence to the said party of the second part: his heirs or assigns

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 W. A. Pence his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

W. A. Pence (SEAL.)
Mary A. Pence (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 11 day of August A. D. 1898, before me, John M. Newlin, a Notary Public in and for said County and State, came W. A. Pence and Mary A. Pence 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 April 28, 1899

Recorded August 12th A. D. 1898, at 1st o'clock P. M.

John M. Newlin
Notary Public.

L. B. Doxman
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand, this 6th day of July, A.D. 1905. J. B. Newlin

Recorded Feb. 13th 1905-
L. B. Doxman
Register of Deeds,
By Lillie B. Sopman,
Deputy.