

This Indenture, Made this 26th day of August in the year of our Lord one thousand eight hundred and ninety eight between N. P. Deming and Nancy D. Deming his wife of Sawnee in the County of Douglas and State of Kansas of the first part, and Jennie S. Whitelaw of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two Hundred and fifty 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 2d 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: Lot Sixty Seven (67) and Sixty Nine (69) Block Forty One (41) West Sawnee in the City of Sawnee

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Two Hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said N. P. and Nancy D. Deming to the said part 2d of the second part: Payable on or before (3) Three years from date at the Sawnee Nat. Bank of Sawnee - once tax, with interest at the rate of 7% per annum payable annually from date

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 2d 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 2d 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 2d making such sale on demand to the said N. P. Deming his heirs and assigns.

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

Signed and delivered in presence of

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STATE OF KANSAS, }
County of Douglas } SS.

N. P. Deming (SEAL.)
Nancy D. Deming (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 26th day of August, A. D. 1898, before me, Alfred Whitman, a Notary Public in and for said County and State, came N. P. Deming and Nancy D. Deming his 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 Jan'y 17 1899 Alfred Whitman
Recorded August 26th A. D. 1898, at 7 o'clock P.M. Notary Public.

B. B. Bowman
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. Witness
my hand, this 30 day of August A.D. 1901
Jennie S. Whitelaw
Attest: A. W. Whitelaw

Recorded Sept. 3-1901
By B. B. Bowman
Register of Deeds
Deputy