

This Indenture, Made this 8 day of August in the year of our Lord one thousand eight hundred and ninety between Mary Saville the widow of Thomas Saville deceased of Tawnee in the County of Douglas and State of Kansas of the first part, and Annie Brickley of the same place of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred DOLLARS, to her duly paid, the receipt

of which is hereby acknowledged, has sold and by these presents do sell, 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: Commencing Sixty (60) rods west of the South East corner of the South East quarter (14) of Section No. Nineteen (19) in Township No. Four (4) South, of Range No. Twenty (20) East of the 6th P.M. Kansas Thence running North Forty (40) rods, Thence West Twenty (20) rods Thence South Twenty (20) rods, Thence East Eight (8) rods, Thence South Twenty (20) rods, Thence East Ten (10) rods, to the place of beginning containing Four (4) acres and being in said S.E. 1/4 of Sec. 19, T. 4, R. 20. Grantors interest in and to said premises being a widow's part or share or the undivided one half as the widow of Thomas Saville deceased

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof she is 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 Three Hundred Dollars

according to the terms of One certain Note and 5 interest coupon notes this day executed and delivered by the said Mary Saville to the said party of the second part: Annie Brickley payable four years from date at the Tawnee National Bank Tawnee Kansas both principal and interest, interest to maturity as evidenced by said coupon notes, and after maturity, at ten per cent per annum

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 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 party of the first part her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Mary Saville (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 8 day of August, A. D. 1898, before me, James Brooks, a Notary Public in and for said County and State, came Mary Saville 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 Nov. 4 1901

Recorded August 29 A. D. 1898, at 3 o'clock P. M.

James Brooks
Notary Public.

R. D. Norman
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 27 day of Nov. 1913

Annie Brickley

ATTEST:

G. B. Methyl
Register of Deeds.