

This Indenture, Made this Twenty-ninth day of June in the year of our Lord one thousand eight hundred and ninety nine between Archibald M. Kinney and Alice M. Kinney, his wife of Hollings, P. O. in the County of Douglas and State of Kansas of the first part, and J. H. Newlin of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Six 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 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 west fifty-four and 6/100, 54 6/100 acres of the north east quarter 1/4 of section number thirty 30 in Township number twenty 20 north 14, south of range number twenty 20 east of the sixth 6th Principal Meridian and containing fifty-four and 6/100, 54 6/100 acres more or less.

with ~~all~~ the appurtenances, and all the estate, title and interest of the said parties 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 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

Six hundred dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said Archibald M. Kinney and Alice M. Kinney to the said party of the second part: Due June 29th 1904 with interest from date to maturity or default as provided by coupon attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid 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, appraisal 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 party making such sale on demand to the said parties of the first part their 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, sealed and delivered in presence of

J. H. Corse

Archibald M. Kinney (SEAL.)

Alice M. Kinney (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 6th day of July, A. D. 1899, before me, J. H. Corse a Notary Public in and for said county and State, came Archibald M. Kinney and Alice M. Kinney his wife 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 Jan. 16th 1901

J. H. Corse Notary Public.

Recorded July 5th A. D. 1899, at 10:25 o'clock A.M.

H. J. Foxman 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. At Witness my hand this 31st day of
Dec A.D. 1904.
C. H. Newlin

By J. A. Mulvey his Attorney in fact.
(Original Record Book 163 Page 160)

Recorded Dec 31st 1904.
W. W. Annaborn
Register of Deeds.