

This Indenture, Made this 15th day of September in the year of our Lord one thousand eight hundred and ninety nine between Albert G. Lindley and Loretta M. Lindley of Neosho in the County of Douglas and State of Kansas of the first part, and Mabel V. Biggs of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 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: The west one half of the south west quarter of section 20, Township 22 N. Range 10 W. County of Douglas, State of Kansas, excepting the following: Commencing at the south west corner of a or said section thence east on sec. line 304 feet thence north 25 feet to the west 304 feet to sec. line thence south on sec. line 245 feet to beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Albert G. Lindley and Loretta M. Lindley do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Albert G. Lindley & Loretta M. Lindley to the said party of the second part: Payable in five years interest according to the terms of five coupons attached to said note. Second party reserving the privilege of paying \$250 or any multiple at any interest payment.

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 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 cost 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 Albert G. Lindley, his 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 and delivered in presence of

Reverend Stamp on note &

Coupons.

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 15 day of September, A. D. 1897, before me, B. G. Richards a Notary Public in and for said county and State, came Albert G. Lindley and Loretta M. Lindley, 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 March 10, 1901. B. G. Richards Notary Public.

Recorded Sept. 16 A. D. 1897, at 11 o'clock A. M.

G. H. Maxwell
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 firm thereby
Created is discharged. At witness my hand this 23rd day of June
A.D. 1904. C. W. Turner, Attorney.
Attest Albert G. Lindley
(Assigned See Book 38 Page 632)
Registered June 23rd 1904,
C. W. Turner,
Register of Deeds.