

This Indenture, Made this 7th day of October in the year of our Lord one thousand eight hundred and ninety ninth between C. J. Musick and Carrie Musick his wife of Wallerville in the County of Franklin and State of Kansas of the first part, and M. J. Fuller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 east one half (1/2) of the southwest quarter (1/4) and the west one half (1/2) of the west one half (1/4) of the south east quarter (1/4) of section Twenty nine (29) Township fourteen (14) Range Twenty one (21) East.

with all the appurtenances, and all the estate, title and interest of the said part of 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 Two Thousand and no/100 according to the terms of a certain Coupon Note this day executed and delivered by the said C. J. Musick and Carrie Musick, his wife, to the said part of of the second part:

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 of of the second part, 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 of 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 of making such sale on demand to the said heirs and assigns.

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

Signed and delivered in presence of

Rev. Stamp 50¢

C. J. Musick (SEAL.)

Carrie Musick (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Franklin } ss.

Be it Remembered, That on this 7th day of October, A. D. 1897, before me,

a Notary Public in and for said county and State, came C. J. Musick and Carrie Musick, 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires the 4th day of November 1900. T. J. Gregory Notary Public.

Recorded Oct. 13 A. D. 1897, at 8⁰⁰ o'clock P. M.

L. D. Newman Register of Deeds.

The following is enclosed on the original instrument.
 The within Mortgage having been paid in full.
 it is hereby released on this the original instrument.
 This 7th day of October, A. D. 1904,
 Wm M. J. Fuller,
 Recorder October 17th 1904,
 W. W. Armstrong,
 Register of Deeds.