

This Indenture, Made this 22 day of January in the year of our Lord one thousand <sup>nine</sup> ~~eight~~ hundred and ninety ~~one~~ between St. John, husband and wife of the first part, and Heil, Deardoff of the second part,

Witnesseth, That the said part ~~is~~ of the first part in consideration of the sum of One hundred and seventy five 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 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: Three and three fourths (3 3/4) of the north west quarter (1/4) of the southwest quarter (1/4) of section number thirty four (34), in Township number thirty two (32) of Range number thirteen (13) East of the 6<sup>th</sup> P.M. and also the following described premises in said county and state to-wit: Beginning at the north east corner of the southwest quarter (1/4) of section number Ten (10) in Township number Twenty (20) East of the 6<sup>th</sup> P.M. Thence running north Twenty (20) rods. Thence east eighty (80) rods. Thence south Twenty (20) rods. Thence west eighty (80) rods, to the place of beginning, and containing all that lies now or shall hereafter be granted, purchased or otherwise acquired by said land, and being subject to prior mortgages and encumbrances, with all the appurtenances, and all the estate, title and interest of the said part ~~is~~ of the first part therein. And the said

do hereby covenant and agree that at the delivery hereof 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 One hundred and seventy five dollars due in four equal payments respectively March 1<sup>st</sup> 1911, 1912, 1913, 1914 and interest at five percent per annum from March 1<sup>st</sup> 1911 according to the terms of four certain promissory notes this day executed and delivered by the said part ~~is~~ of the first for the sum of \$43.75 each to the said part ~~is~~ 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 ~~is~~ 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, appraisement hereby waived or not at the option of the part ~~is~~ of the second part his 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 ~~is~~ of the first part, their heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 22 day of January, A. D. 1911, before me, J. Justice of the Peace a Notary Public in and for said county and State, came B. B. St. John and Doral Ann St. John, husband and wife

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same to be their own voluntary act and deed

In Witness Whereof, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires 1911

Recorded January 24 A. D. 1911, at 2<sup>05</sup> o'clock P. M.

S. Cool J. P.  
Notary Public

L. J. Doorman  
Register of Deeds

The following is indexed on its original instrument  
The notes herein described having been paid in full this morning  
is hereby released and the land hereby created discharged  
Attest my hand this 27th day of August 1900.  
Heil Deardoff.  
attest my hand this 27th day of August 1900.  
L. J. Doorman, Register of Deeds.  
Recorded Aug 27<sup>th</sup> 1900.