

**This Indenture**, Made this Eight day of March in the year of our Lord one thousand eight hundred and ninety four between William Behrus and Molly Behrus, husband and wife, of Marion in the County of Douglas and State of Kansas of the first part, and Wesley Lewis of the second part,

**Witnesseth**, That the said part of of the first part in consideration of the sum of Two 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 part of 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 north half of the south east quarter of section four (4) Township fifteen (15) Range eighteen (18) containing acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said

do hereby covenant and agree that at the delivery hereof they 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 except a mortgage for \$1000 given to Joseph Lewis recorded in Book 24 of Mortgages at page 214 recorded of said County on which \$200 principal has been paid.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred dollars

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part of of the second part; payable five years after date with interest payable annually at the rate of seven 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 part of 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, appraisalment 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 William Behrus heirs and assigns.

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

Signed and delivered in presence of

Geo. A. Banks

Wm. Behrus (SEAL.)

Molly Behrus (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

**Be it Remembered**, That on this eight day of March, A. D. 1894, before me, Geo. A. Banks a Notary Public in and for said county and State, came William Behrus and Molly Behrus husband and wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

**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 Nov. 27 1904 Geo. A. Banks Notary Public.

Recorded Nov. 8 A. D. 1894, at 10 o'clock A.M.

W. H. Hancock Register of Deeds.



The following is enclosed on the original instrument.  
The note herein described having been paid in full this mortgage is hereby released and the limit hereby created is charged as witness my hand this 28 day of Feb. A.D. 1907.  
Luther H. Lewis  
Administrator of the Estate of Wesley Lewis  
Recorded Feb 28 - 1907  
W. H. Hancock  
Register of Deeds.