

This Indenture, Made this 25<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety one between Thomas Hird and Martha Janet Hird his wife of the County of Douglas and State of Kansas of the first part, and Charles A. Johnson of said place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four 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 parties 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 east quarter of section no. thirty-four (34) in township No. fourteen (14) south of range No. nineteen (19) East of 6" Principal Meridian.

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 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 four hundred dollars

according to the terms of a certain mortgage note this day executed and delivered by the said parties of the first part to the said parties of the second part due on or before December 13, 1901 with interest from date until paid at the rate of 6 per cent per annum, being part purchase money of the above premises. 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 parties 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 parties 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 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 and delivered in presence of

Thomas Hird (SEAL.)  
Martha J. Hird (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 25<sup>th</sup> day of February, A. D. 1901, before me, a Notary Public in and for said county and State, came Thomas Hird and Martha Janet Hird 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 December 13, 1904 Wm. J. Sinclair Notary Public.  
Recorded Mar-8 A. D. 1901, at 4<sup>20</sup> o'clock P. M.

W. J. Sinclair Registrar of Deeds.

The following is enclosed on the original instrument -  
The debt herein described having been paid in full, this mortgage is hereby released, and the like hereby created, discharged, the witness my hand this 5<sup>th</sup> day of March, A.D. 1901.  
Charles A. Johnson

Recorded Mar. 6<sup>th</sup> 1901 -  
W. J. Sinclair  
Registrar of Deeds,  
Republic Co. Kansas, Deputy.

