

.....in the County of

of the second part:  
 ation of the sum of  
 \_\_\_\_\_ Dollars,  
 n, sell and mortgage  
 County of Douglas,

aining

good and indefeasible

ate of six

or any part thereof, or the whole amount shall be paid to the heirs and assigns, at any time the moneys arising from the sale of the lands, and the overplus, if

day and year first above

[SEAL.]

[SEAL.]

[SEAL.]

D. 1725, before me  
County and State, came

known to be the same  
ne.

al seal on the day and

*Notary Public.*

2 M.  
Register of Deeds.  
Deputy.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand Five 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 y 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 Southwest quarter of Section Twenty Eight (28) Township Thirteen (13) south of Range Twenty (20) East of the 8<sup>th</sup> P. M. less five (5) and  $\frac{1}{2}$  acres as added to the Southern Kansas Railway Company recorded in Book 65 page 334 records of said county.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said \_\_\_\_\_ do hereby covenant and agree that at the delivery hereof \_\_\_\_\_ he is \_\_\_\_\_ the lawful owner of the premises, above granted, and seized of a good and inalienable 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  
*Five Thousand Five Hundred Dollars*  
 according to the terms of *Two* certain *promissory notes* this day executed

and delivered by the said James B. Day and Mary E. Day to the said party of the second part  
one note for \$500. payable one year after date and one note for \$5000, payable  
five years after date, with interest on date at 6 per cent per annum payable semi-annually  
as per a commission said \$5000. note.

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; 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 of making such sales, and the overplus, if

any there be, shall be paid by the party making such sale, on demand, to said James C. Day, Inc.  
heirs and assigns, with privilege of paying over any multiple share of any interest paying thereafter March 1-19  
IN WITNESS WHEREOF, The said partner of the first part have hereunto set their hand and seal the day and year first above  
written.

*Signed, Sealed and Delivered in Presence of*

Geo. A. Banks

James C. Day [SEAL]  
Mary J. Day [SEAL]  
[SEAL]

STATE OF KANSAS,  
County of Douglas }

BE IT REMEMBERED, That on this 1<sup>st</sup> day of March A. D. 1882, before me

James H. Day and Mary J. Day husband and wife

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 1905 Geo. C. Banks  
Notary Public.

Filed for Record the 1 day of Mar., A. D. 1902, at 4<sup>10</sup> o'clock A. M.

*E. W. Armstrong,* Register of Deeds.  
By *Edw. J. Armstrong,* Deputy.

The following is enclosed over the original instrument  
of the note herein described having been paid in full. This  
note was so heretofore received of the bank whereby it was  
discharged as the loss was paid this 7 day of July 1910  
J. J.weeney.  
J. J. Wweeney.

Recorded Feb'y 7 1910  
 Floyd L Lawrence  
 Registrar of Deeds