

This Indenture, Made this 22nd day of Sept. in the year of our Lord, one thousand eight hundred and eighty seven, between W. S. Powell Marion of Marion in the County of Douglas and State of Kansas of the first part, and S. W. Pingree & Adrianna S. Pingree his wife of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Thirty seven thousand (3700) 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, their 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:

S. W. 1/4 Sec (2) two Township (15) Fifteen Range (18) eighteen being the homestead on which now live containing (160) one hundred and sixty acres be the same more or less

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said W. S. Powell does 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 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 Thirty seven thousand (3700) Dollars according to the terms of six certain Promissory Notes this day executed and delivered by the said W. S. Powell to the said parties of the second part; and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for said parties of the second part their 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 their 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 of making such sale, and the surplus, if any there be, shall be paid by the parties making such sale, on demand, to the said W. S. Powell his heirs and assigns.

The following is indorsed on the original instrument

In consideration of full payment of the within mortgage

I hereby release the same this 3 day of July 1893

(attest) S. C. Pingree

Recorded October 18th 1893

S. W. Pingree
Adrianna R. Pingree

Registered
of
Deeds