70RECORD This Indenture, Made this According first _____ day of Jamp - in the year of our Lord one thousand eight hundred and eighty ninehetween David Vagan and Edmonia Logan hus and wife of Jawrence in the County of Pouglas of _Jawrence_ -and State of Mancas of the first part, and Ella Poltrainof the second part, Witnesselh, That the said part 1 to of the first part in consideration of the sum of -- DOLLARS, to them duly paid, the receipt Questundredof which is hereby acknowledged, ha ecold and by these presents do grant, bargain, sell and mortgage to the said party 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 Kansa, described as tollows, to wit: Commencing at a point diat bill (16/10 of West of the louth Eact Corner of the North West quarters of the louth West Practiona quarter of Section No the entry Nine 19 in township No Viel we (2) of Range No. Worty 200 Prince West of our (4) Ro do North Downly (20) Eact four to Rodo Pouth doent f 201 Rodo to place of beginning containing Quehalfacro with all the appurtenances, and all the estate, title and interest of the said part seaof the first part therein. And the said David Leganand Edmonia Logan do _ hereby covenant and agree that at the delivery hereof Ling_ 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 Questundied according to the terms of ______ certain Promice ory Note_____ this day executed and delivered by the said Pared Logan ______ to the said part _____ of the second part : 40 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 y_of the second part her_ executors, administrators and assigns at any time thereafter, to sell the premises hereby granted, of any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part ______ 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 of making such sales, and the overplus, if any there be, shall be paid by the party_making such sale on demand to the said divid Ligan and his heirs and assigns. In Wilness Whereof, The said parties of the first part, hat thereunto set lies hand and seal the day and year first above written. And Logan _(SEAL.) Edmonia Logan Signed and delivered in presence of _(SEAL.) 10 thestemark (SEAL.) R. D. Mason (SEAL.) STATE OF KANSAS, County of Dauglas Be it Remembered, That on this 2 day of garry _____, A. D. 1889, before me, a notary Public-- , a Notary Public in and for said County and State, came David Logan and Edmonia Logan - 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 april 27. 1891. Jun M. Mewlin. Recorded Jan - 39 - A. D. 1889, at 4 00 clock - M. Netary Public. annes Bortky