

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and eighty nine between Frank Stanwix and Alice Stanwix of Quincy in the County of Douglas and State of Kansas of the first part, and Charles Pella of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven hundred and twenty five 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 party 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 West quarter of Section Five & Township Thirteen 14 Range Twenty one 21

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank Stanwix and Alice Stanwix 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 Mortgage to Kansas Loan & Trust Co. of \$500.00

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred and twenty five DOLLARS

according to the terms of one certain Note this day executed and delivered by the said Frank Stanwix and Alice Stanwix to the said party of the second part: and coming due on or before March 1/92 and with interest at 8% per annum payable annually

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 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 party of the second part his 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 Frank Stanwix and Alice Stanwix their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Frank N. Stanwix (SEAL.)

Alice Stanwix (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7<sup>th</sup> day of March, A. D. 1882, before me, Henry Abels, a Notary Public in and for said County and State, came Frank Stanwix and Alice Stanwix his 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires October 6 - 1891.

Recorded March 5 A. D. 1882, at 10 o'clock P. M.

Notary Public.

Register of Deeds.

The following is a copy of the original instrument of the 7th day of March 1882, duly recorded in the office of the Register of Deeds, Douglas County, Kansas, and the same being correct and true, I have hereunto set my hand and seal this 4th day of January, 1883.

Recorded January 4th 1883

J. M. Brooks

For Assignment and Release see Book 22 Page 602