

This Indenture, Made this Twenty fifth day of April in the year of our Lord one thousand eight hundred and eighty Nine between Arthur C. Pontius and Mabel R. Pontius his wife of Lawrence Township in the County of Douglas and State of Kansas of the first part, and Rebel A. Richardson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand Six hundred and twenty 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 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 North East quarter and the East half of the East half of the North west quarter of the Northeast quarter of Section Thirtieth one (31) Township Twelve (12) Range Nineteen (19) East. Also the South Ten (10) Acres of the North Thirtieth one (31) of the West Eighty (80) Acres of the South West quarter of Section Twenty Nine Township Twelve (12) Range Nineteen East.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Arthur C. Pontius and Mabel R. Pontius his wife do hereby covenant and agree that at the delivery hereof 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 One Thousand Six hundred and Twenty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Arthur C. Pontius and Mabel R. Pontius to the said party of the second part: One and payable on or before Three years from date to the above named second party and signed A. C. Pontius and Mabel R. Pontius

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, appraisement hereby waived or not at the option of the party of the second part her 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 Rebel A. Richardson 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

Arthur C. Pontius (SEAL.)

Mabel R. Pontius (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 2 day of May A. D. 1889, before me, A. A. Cooper a Notary Public in and for said County and State, came Arthur C. Pontius and Mabel R. Pontius 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 April 10 1893. A. A. Cooper Notary Public.

Recorded May 2 A. D. 1889, at 12 o'clock A. M.

James Brooks Register of Deeds.

The following is enclosed in the original instrument  
An acknowledgment of full payment of the within mortgage  
being released the same 17th day of February 1890  
Recorded February 19th 1890  
Witnessed by me  
Rebel A. Richardson

The following is indorsed on the original instrument  
An acknowledgment of full payment of the within mortgage  
being released the same 17th day of March 1890  
Recorded March 19th 1890  
Witnessed by me  
Rebel A. Richardson