238OK MADDIACHING, LAWICACC, KANA MORTCACE - littleaugustin the year of our This Indenture, Made this-____ day of __ between Mahala Pua and Odward Lord one thousand eight hundred and eighty Nine Doughwife and hus. Plint Douglas. and State of Janse in the County of = of of the first part, and E.g. Par of the second part, Witnesseth, That the said part and of the first part in consideration of the sum of DOLLARS, to them duly paid, the receipt Onestundsed= of which is hereby acknowledged, have_sold and by these presents do_ grant, bargain, sell and mortgage to the said part 4or which is hereby acknowledged, have sold and by these presents up grant, bargain, sell and mortgage to the said part y-of the second part Line_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 Seto Sen 10 Eleven 11 and Swelve 12 in Aloch Nor wenty four 24 in Clinton Douglas lo. Namas with all the appurtenances, and all the estate, title and interest of the said part corol the first part therein. And the said Parties of the first fast do _ hereby covenant and agree that at the delivery hereof they _ the lawful owner & of the premises above granted, and seized of a good and indefeasible estate of inheritance the ein free and clear of all incumbrances This proferty is the homeof the Parties of first fast This grant is intended as a Mortgage to secure the payment of the sum of-Inestundred Dollars Grown Que - this day executed and delivered by the according to the terms of ______ said____MahalaPug iston ___certain and Edward DR. to the said part 4_of the second part : The a love release no pulsailed and pumer Insurance One Sundred Dollars pun 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—of the second part—executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner where prescribed by law, appraisement hereby waived or not at the option of the part <u>source</u> of the second part <u>source</u> cecutors, 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 part <u>making</u> such sale on Q. demand to the said ± heirs and assigns. In Witness Whereof, The said particitor the first part, have hereunto set fleck hand and seal the day and year first above written. Mahala Pugh E. D. Pugli (SEAL.) Signed and delivered in presence of (SEAL.) (SEAL.) (SEAL.) STATE OF KANSAS, SS. County of Douglas Be it Remembered, That on this _ day of _ August ____, A. D. 1889. , before me, -n Notary Public in and for said County and State, came Mahala Pughand & dward N. Rughwife and steesto 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 25-1891 . John newlin Recorded ang _____ A. D. 1889_, at 5 - g clock ____ M. aner hora