

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and eighty Ninety between C. E. Starr and Ida M. Starr his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph Steele of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen hundred 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 West Quarter (14) of Section No. Twenty one (21) in Township No. Thirteen (13) South of Range No. Nineteen (19) East of the 6th P.M. containing 160 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. E. Starr and Ida M. Starr do hereby covenant and agree that at the delivery hereof they are 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 Sixteen hundred Dollars

according to the terms of one certain note this day executed and delivered by the said C. E. Starr and Ida M. Starr to the said party of the second part: Payable in four years with privilege of paying \$500 in the first year and \$1500 in the third year according to note said last of \$1600 going toward paying of R. Kelly as part of the purchase money of said above described premises.

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 C. E. Starr 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

C. E. Starr (SEAL.)

Ida M. Starr (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 1st day of April, A. D. 1890, before me, L. A. Steele, a Notary Public in and for said County and State, came C. E. Starr and Ida M. Starr 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 June - 17 - 1890. L. A. Steele Notary Public.

Recorded April 1 A. D. 1890, at 12 o'clock P. M.

James Brooks Register of Deeds.

The following is entered on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 10 day of Feb 1891
W. C. Cline

For Assignment See Book 22 Page 225
Recorded 23rd of March 1891
Register of Deeds

The following is entered on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 10 day of April 1891
W. C. Cline