

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 24 day of Nov in the year of our Lord one thousand eight hundred and ninety between N. Philibert a single man of Media in the County of Douglas and State of Kan of the first part, and Joseph DeGros of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and sixty two DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Beginning at the North East corner of the N.W. Quarter of the N.W. Quarter of Sec. 20, T. 15 N., R. 20 W., South Twenty Rods West Eight Rods, in North Twenty Rods, East Eight Rods to place of beginning containing One acre 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 N. Philibert do hereby covenant and agree at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state 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 hundred and sixty two Dollars according to the terms of One certain Note this day executed and delivered by the said N. Philibert to the said party of the second part: Due on Nov 1st 1891 without interest

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 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 N. Philibert or his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

C. E. DallasN. Philibert

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 24 day of Nov, A. D. 1890, before me Chester E. Dallas, a Notary Public in and for said County and State, came N. Philibert a single man

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 Dec - 15 - 1890Chester E. Dallas

Notary Public.

Recorded Nov - 25 - A. D. 1890, at 11 o'clock 9 M.James Brooke

Register of Deeds



This mortgage is hereby released and the lien thereby created is discharged.

Witness my hand this 12 day of January, A.D. 1892.

John C. Howell

Stephen Kelly

Recorded April 1, 1892 at 11 o'clock A.M. James Brooke Register of Deeds

Matthew B. Scott
Executor for Joseph LePrieux Deceased
By W. W. Tamm Register of Deeds