

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25 day of November in the year of our Lord one thousand eight hundred and ninety between C. Columbus James and Matilda S. (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and A. S. Pease of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and Sixty (\$260) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has he 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 West 1/4 of the N. 1/2 of the E. 1/4 of the S. 1/4 of Sec. 27, T. 12, R. 20 in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. Columbus James and Matilda S. (wife) do hereby covenant and agree, at the delivery hereof they are the lawful owners 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 Two hundred and Sixty (\$260) dollars according to the terms of my certain note this day executed and delivered by the said parties of the first part to the said party of the second part: due and payable in one year interest at ten per cent payable semi-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 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. C. James his heirs and assigns.

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

Signed and delivered in presence of

C. Columbus James (SEAL.)
M. S. James (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 25 day of November, A. D. 1890, before me L. S. Steele, a Notary Public in and for said County and State, came C. C. James and M. S. James 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 June 15 1891 L. S. Steele Notary Public.
Recorded Nov 25 A. D. 1890, at 5 o'clock P M.

Jessie Brooks
Register of Deeds

The following is entered on original instrument:
The Note herein described having been paid in full, this mortgage is hereby released, and the instrument hereby created discharged.
Attest my hand, this 13 day of Feb. 1891

A. S. Pease
Recorded Feb. 19. 1891. James Brooks Register of Deeds
Attest my hand, this 13 day of Feb. 1891