

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of December in the year of our Lord one thousand eight hundred and ninety between J. S. Bayless and M. R. Bayless his wife of Lebanon in the County of Douglas and State of Kansas of the first part, and A. C. Patterson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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: Commencing at the North East Corner of the North East Quarter of Section No. Twenty nine (29) Township No. Fourteen (14) South of Range No. Twenty (20). Thence running West One hundred and fifty (150) Rods, to the West Section line. Thence South Ninety Six (96) Rods. Thence East One hundred (100) Rods. Thence North Sixteen (16) Rods. Thence East Fifty (50) Rods. Thence North on Section line Eighty (80) Rods to place of beginning. Containing 40 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 J. S. Bayless and M. R. Bayless 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 One thousand Dollars according to the terms of One certain Note this day executed and delivered by the said J. S. Bayless and M. R. Bayless to the said party of the second part:

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 J. S. Bayless 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

J. S. Bayless (SEAL)
M. R. Bayless (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 13th day of December, A. D. 1890, before me A. A. Cooper, a Notary Public in and for said County and State, came J. S. Bayless and M. R. Bayless his wife 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 April 10 1893 A. A. Cooper Notary Public.Recorded Dec 16 — A. D. 1890, at 3 o'clock P — M.

James Brooke
 Register of Deeds

The following is endorsed on the original mortgage.
 The notes herein described having been paid in full this Mortgage is hereby released and the lien thereby created discharged.
 As Witness my hand this 5th day of July, A. D. 1899,
J. C. Crawford

Recorded July 5th 1899. W. B. Brown Register of Deeds
 (Assigned when Book 13, Page 460)

