

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety between Mary Seeny widow of Lawrence in the County of Douglas and State of Kansas of the first part, and George Meyers of Cincinnati, Ohio of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred (\$500) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 Eighty Acres of the South East Quarter of Section No. Eleven (11) in Township No. 20 North, of Range No. Eighteen (18) East of the Sixth Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part doth hereby covenant and agree, at the delivery hereof she 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 Five hundred (\$500) dollars according to the terms of a certain promissory note this day executed and delivered by the said Mary Seeny to the said party of the second part: payable in one year with interest at 5 per cent per annum

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 Mary Seeny heirs and assigns.

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

Signed and delivered in presence of

Mary Seeny (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 29 day of December, A. D. 1870, before me L. L. Steele, a Notary Public in and for said County and State, came Mary Seeny 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 1871 L. L. Steele Notary Public  
Recorded Dec 29 A. D. 1870, at 3 o'clock P-M.

James Brooke Register of Deeds

The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage is hereby released and the same hereby created discharged  
As Witness my hand this 3 day of January A.D. 1894  
George Meyers  
Chas. Steele  
agent for collection

Recorded January 6, 1894  
James Brooke  
Register of Deeds

L. L. Steele

The following is endorsed on the Original Instrument