

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and ninety one between William E. Stone & Maggie V. Stone his wife of Big Springs in the County of Douglas and State of Kansas of the first part, and William Henry of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred & Fifty 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 (1/4) of the North East quarter (1/4) of Section Twelve (12) Town Twelve (12) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William E. Stone & Maggie V. Stone do hereby covenant and agree at the delivery hereof that they 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 Three Hundred & Fifty Dollars according to the terms of one certain Note and Ten Coupons this day executed and delivered by the said William E. Stone & Maggie V. Stone to the said party of the second part: at his heirs and assigns

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 William E. Stone heirs and assigns.

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

Signed and delivered in presence of

William E. Stone (SEAL.)Maggie V. Stone (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of Jan'y, A. D. 1891, before me A Justice of the Peace, a Notary Public in and for said County and State, came William E. Stone & Maggie V. Stone 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 18 Thomas J. Custard
Justice of Peace Notary Public

Recorded Jan 5 A. D. 1891, at 1 o'clock P. M.

James Brooks
Register of Deeds

The following is enclosed on the original instrument.
My Note herein described having been paid in full
this mortgage is hereby released also the lien thereby created
discharged. As witness my hand this 14th day of Jan'y 1891.
Wm. Henry.

Recorded Jan 22nd 1891.
A. W. Armstrong,
Register of Deeds.