

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2<sup>nd</sup> day of January in the year of our Lord one thousand, eight hundred and 91 between Richard Oswald a single man of Marion Township in the County of Douglas and State of Kansas of the first part, and Erin Haas of Willow Spring in the County of Douglas, and State of Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six hundred DOLLARS, to him 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 their 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 half half (1/2) of the South East quarter (1/4) of Section Twenty Seven (27) Township fourteen (14) of Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Richard Oswald do hereby covenant and agree, at the delivery hereof he was 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 Six hundred dollars according to the terms of One certain Note this day executed and delivered by the said Richard Oswald 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 Richard Oswald 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

Richard Oswald (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 2<sup>nd</sup> day of January, A. D. 1891, before me the undersigned Justice of the Peace, a Notary Public in and for the County and State of Kansas, before said Richard Oswald who being personally known to me to be the same person who executed the within instrument of writing and known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In testimony Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 18W. C. Price J. P. Notary Public.Recorded Jan - 22 A. D. 1891, at 3 o'clock P. M.

James Brooks  
Register of Deeds

*This the following is witnessed on the original instrument  
#60000 Dec 15<sup>th</sup> 1898.  
Receipt of Richard Oswald the within named mortgagor  
the sum of six hundred and 00 Dollars in full satisfaction  
of the within Mortgage Erin Haas.  
W. C. Price Justice of Peace*

*Recorded Dec 15<sup>th</sup> 1898*