

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty third day of January in the year of our Lord one thousand eight hundred and ninety one between Annie H. Nagle and Conrad H. Nagle her of Lawrence in the County of Douglas and State of Kansas of the first part, and M. L. Ewing of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and forty four 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: Part of the Northwest quarter (1/4) of the Southwest quarter (1/4) of Sec (10) Township (13) Range (20) commencing at the W. cor. of said quarter quarter thence East (1/2) Rod thence North (1/2) Rod thence West (1/2) Rod thence South to a point East of the South East corner of out town lot No (10) in the town of Franklyn thence in a westerly direction along the South line of the above described quarter quarter thence South to place of beginning containing 36 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Annie H. Nagle and Conrad H. Nagle do hereby covenant and agree, at the delivery hereof 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 One hundred and forty four Dollars according to the terms of two certain notes one for 100 one for 44 this day executed and delivered by the said Annie H. Nagle and Conrad H. Nagle 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 her 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 her 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 Annie H. Nagle 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

John M. NewlinAnnie H. NagleConrad H. Nagle

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 23 day of January, A. D. 1891, before me, a Notary Public in and for said County and State, came Annie H. Nagle and Conrad H. Nagle 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 28 1891John M. Newlin

Notary Public

Recorded Jan — 24 — A. D. 1891, at 4 o'clock P — M.James Brooke

Register of Deeds

The following is endorsed on the original instrument
In consideration of full payment of it within one year
I hereby release the said this 16 day of February 1893.
James S. Ewing

Recorded February 16th 1893
James Brooke
Register of Deeds



The following is endorsed on the original instrument