

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27th day of January in the year of our Lord one thousand eight hundred and ninety one between Peter Magers and Mary J. Magers husband and wife of Clinton in the County of Douglas and State of Kansas of the first part, and Allen A. Hicks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred (\$500.00) 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 West half of South West Quarter of Sec. No. twenty two (22) Township No. thirteen (13) South of Range No. eighteen (18) East of the 6th P.M. Excepting ten acres described as commencing at the S.W. corner of said S.W. Quarter Thence North 25 rods & 3 links Thence East 57 rods & 4 links Thence South 6 rods and 3 links Thence West to beginning also conveys South ten acres of the West 10 acres of the S.W. 1/4 Sec. 27 Town 13 Range 18 East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Peter Magers and Mary J. Magers do hereby covenant and agree, at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate 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 (\$500.00) according to the terms of one certain Bond this day executed and delivered by the said Peter Magers and Mary J. Magers to the said party of the second part: due in five years after date, with interest semi-annually according to ten coupons

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 Peter Magers his heirs and assigns.

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

Signed and delivered in presence of

Peter Magers (SEAL.)
Mary J. Magers (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 27 day of January, A. D. 1891, before me J. W. Christian, a Notary Public in and for said County and State, came Peter Magers and Mary J. Magers his wife to me personally known to be the same persons 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 Dec - 27 - 1891 J. W. Christian Notary Public.
Recorded Jan - 25 - A. D. 1891, at 12 o'clock P M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
Received of A. B. Spitzer for Peter Magers, the within named mortgagee
the sum of Five Hundred & seven & no cts. in full satisfaction of
the within mortgage
Allen A. Hicks
Recorded April 1st 1898, G. W. Christian, Register of Deeds
Lawrence Kansas April 1st 1898

\$507.00