

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fifth day of February in the year of our Lord one thousand eight hundred and Nineteen between George H. Erwin and Mattie Erwin his wife of Douglas in the County of Douglas and State of Kansas of the first part, and E. M. Couch of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred 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: That portion of of the North west quarter 4 of Section No Two (2) in Township No Twelve (12) South of Range No Nineteen (19) East lying East of the Kansas River, and described as the East fraction half (1/2) of the fractional North west quarter (1/4) of Section Two (2) Township Twelve (12) Range Nineteen (19) containing 6 1/2 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 parties of the first part do hereby covenant and agree, at the delivery hereof, they are 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 Except one certain Mortgage for four hundred Dollars with eight per cent interest

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred Dollars according to the terms of three certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: as follows one for \$200 due March first 1893, \$200 due March first 1893 and \$200 due March first 1894 all to draw Eight per cent interest payable annually

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 parties of the first part heirs and assigns.

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

Signed and delivered in presence of A. A. Cooper George H. Erwin (SEAL.) Mattie Erwin (SEAL.) (SEAL.) (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25 day of Feb, A. D. 1891, before me A. A. Cooper, a Notary Public in and for said County and State, came George H. Erwin and Mattie Erwin 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 April 10 1893 A. A. Cooper Notary Public.  
Recorded Feb 26 A. D. 1891, at 10 o'clock A M.

James Brooks Register of Deeds

The following is indorsed on original instrument  
The notes herein described having been paid in full this Mortgage is hereby released and the lien thereby created is also released  
As Witness my hand this 10th day of March A. D. 1891  
J. H. Howard.

Recorded January 9th 1891. With a man Register of Deeds.

This instrument was on original instrument  
\$200 value, received here in full, receipt and hence for the mortgage and the notes  
have been delivered to J. H. Howard this day of August 1891  
E. M. Couch  
I do hereby certify that on this day of August 1891, before me, J. H. Howard, Notary Public in and for the County of Douglas, State of Kansas, came George H. Erwin and Mattie Erwin his wife, who executed the foregoing instrument and acknowledged the execution of the same. I witnessed the same and the same were written and signed in my presence and in the presence of J. H. Howard, Notary Public. I commenced Sept 1st 1891 for 50 cents a year.

