

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11th day of February in the year of our Lord one thousand eight hundred and ninety one between Allison Andrews and Anna E. Andrews his wife of Linland in the County of Douglas and State of Kansas of the first part, and Joseph B. Andrews of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirteen hundred and twelve 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: Being the South Forty five (45) acres of the North One Hundred and fifteen acres of the Northwest quarter of Section Number twenty six (26) Town Number fourteen (14) Range Number twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Allison Andrews and wife do hereby covenant and agree, ^{that} at the delivery hereof 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 except this Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred and twelve Dollars in five payments four annual payments of two hundred and fifty Dollars each according to the terms of five certain Notes this day executed and delivered by the said Allison Andrews 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 Allison Andrews his 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

Allison Andrews (SEAL.)
Anna E. Andrews (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11th day of February, A. D. 1891, before me the undersigned, a Notary Public in and for said County and State, came Allison Andrews and Anna E. Andrews his wife 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 21 - 1892
Recorded March 5 A. D. 1891, at 45 o'clock M.

Joseph Halliff Notary Public.
James Brooks Register of Deeds

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