

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twenty eighth day of February in the year of our Lord one thousand eight hundred and Ninety one between Mrs Nancy Berlin and her husband Eli Berlin of Wakarusa in the County of Douglas and State of Kansas of the first part, and Abbie D. Allen of Douglas County Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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: sixteen and one fourth acres of land being all of that portion of the South East quarter of Section seven (7) Township thirteen (13) Range 20 lying South of the Wakarusa Creek belonging to said parties of the first part hereto.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nancy Berlin and Eli Berlin 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

This grant is intended as a Mortgage to secure the payment of the sum of four hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Nancy Berlin and Eli Berlin to the said party of the second part: payable three years after date with seven percent interest after date interest payable annual

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 Nancy Berlin or her 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

Nancy Berlin (SEAL.)
Eli Berlin (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 28 day of February, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came Nancy Berlin and Eli Berlin

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 June 6 1893 James Brooks Notary Public.
 Recorded March 7 A. D. 1891, at 2 o'clock P. M.

James Brooks
 Register of Deeds

"For Assignment see Book 31 Page 206."

The following is endorsed on the original instrument:
 Receipt \$400, on May 28th 1893. Received of Nancy Berlin the within named mortgage on the sum of four hundred and 00 Dollars in full satisfaction of the within mortgage.
 Attorney Recd. }
 Executors of the Estate of }
 Marshall F. Colby }