

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Seventh day of March in the year of our Lord one thousand eight hundred and ninety one between William A. Carpenter (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and Robert Vallance of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred and Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 South West quarter (1/4) of the North West quarter (1/4) of Section Eight (8) Township Thirteen (13) Range Twenty (20) containing forty Acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William A. Carpenter do hereby covenant and agree at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Excepting One Mortgage and Note for Fifteen Hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred and Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said William A. Carpenter 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 William A. Carpenter heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. NewlinWilliam A. Carpenter (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 27 day of March, A. D. 1891, before me, a Notary Public in and for said County and State, came William A. Carpenter

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 April 15 A. D. 1891, at 10 o'clock A. M.James Brooks

Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the legal thereby created discharged
As witness my hand, this 11 day of December, A.D. 1893-
Robert Vallance

Recorded December 11th 1893-

James Brooks

Register of Deeds



The following is endorsed on the original instrument