

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25th day of April in the year of our Lord one thousand eight hundred and Ninety One between Charles W. Ingle and Margaret Ingle Husband and Wife of Medina in the County of Douglas and State of Kansas of the first part, and David Payer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred (\$500) 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 (1/2) of the South East quarter (1/4) of Section Three (3) in Township No Fifteen (15) of Range No Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles W. Ingle and Margaret Ingle his wife 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

Five Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Charles W. Ingle and Margaret his wife to the said party of the second part his Except the the parties of the first part have the privilege of paying off this Mortgage at the expiration of three years if convenient, if not then to run five years according to the terms of the note

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 Charles W. Ingle and Margaret his wife their 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

Charles W. Ingle (SEAL.)
Margaret Ingle (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of April, A. D. 1891, before me J. W. Stewart Justice of the Peace, a Notary Public in and for said County and State, came Charles W. Ingle and Margaret Ingle Husband and 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 18

Recorded May 5 A. D. 1891, at 5 o'clock P.M.

J. W. Stewart Justice of the Peace
James Brooks Register of Deeds

The following was authorized on the original instrument
The notes herein described having been paid in full this Mortgage
is hereby released and the lien thereby created is discharged
As Witness my hand this 28th day of March, A.D. 1898
David Payer

Recorded April 30th 1898.

Witnessed People of Douglas