

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 8th day of May in the year of our Lord one thousand eight hundred and ninety one between C. E. Starr and Ida M. Starr husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph H. Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: The North West Quarter of Section Twenty One (21) Township Thirteen (13) South of Range Nineteen (19) East of the 6th P.M. containing 16 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 estate of inheritance therein free and clear of all incumbrances except a certain mortgage for \$1600 same parties prior hereto

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars two years after date with interest at 7 1/2 percent per annum according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part 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 parties of the first part 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

C. E. Starr (SEAL.)
Ida M. Starr (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 8th day of May, A. D. 1891, before me Geo. A. Banks, a Notary Public in and for said County and State, came C. E. Starr and Ida M. Starr who represents themselves as 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 Dec - 12 - 1892 Geo. A. Banks Notary Public.
 Recorded May - 8 - A. D. 1891, at 5 - 30 o'clock P - M.

James Brooks
 Register of Deeds

The following is endorsed on the original instrument:
 In consideration of full payment I hereby release the same this 16 day of Feb. 1893
 Alex. Lewis

Recorded February 16, 1893
 James Brooks
 Register of Deeds

(For Assignment see Book 29 Page 233)

(L. B.)