

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fourteenth day of May in the year of our Lord one thousand eight hundred and ninety one between Osgood A. Colman and Flora R. Colman of Kanawha in the County of Douglas and State of Kansas of the first part, and Mary J. Colman 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 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: the South thirty acres of West sixty acres of South west quarter of Section twenty nine of Township twelve, Range nineteen, S 30 of W 60 of S W 1/4 of Sec 29, T. 12, R. 19.

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.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars (\$500) according to the terms of one certain promissory note this day executed and delivered by the said Osgood A. Colman and Flora R. Colman to the said party of the second part: payable on or before five years from date with interest at (6%) six per cent payable semi annually.

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 Osgood A. Colman and Flora R. Colman their 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

R. Y. Jamison

Osgood A. Colman (SEAL.)
Flora R. Colman (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 14 day of May, A. D. 1891, before me R. Y. Jamison, a Notary Public in and for said County and State, came Osgood A. Colman and Flora R. Colman his 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 Feb-28-1894

R. Y. Jamison

Notary Public.

Recorded May - 14 A. D. 1891, at 4 1/2 o'clock P. M.

James Brooke
 Register of Deeds

The mortgage herein recorded has been paid in full the receipt of which is hereby acknowledged and the same thereby created is hereby discharged and said mortgage released as witness my hand this the 17th day of September 1896

Mary J. Colman
Witness James Brooke