

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of April in the year of our Lord one thousand eight hundred and ninety one between Frances E. Milner an unmarried woman of Coning in the County of Nemaha and State of Kansas of the first part, and Elizabeth A. Post of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight Hundred DOLLARS, to her 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 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: Commencing at the South West Corner of the South East Quarter of the South East Quarter of the North East Quarter of Section No. Thirty (30) in Township No. Four (4) of Range No. Twenty (20), thence running North Forty (40) rods to the East Eighteen (18) rods, thence North Forty (40) rods thence East Eighteen (18) rods to the place of beginning containing four and one half acres and all situate in the City of Lawrence and all situate in the City in said County of Douglas and situate in addition to the City of Lawrence excepting therefrom one acre of land in the South West corner thereof twenty (20) rods North and South, and Eight (8) rods East and West, heretofore sold, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

party of the first part does hereby covenant and agree, at the delivery hereof she 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

This grant is intended as a Mortgage to secure the payment of the sum of

Eight Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Frances E. Milner to the said party of the second part: said note bearing interest at the rate of eight per cent per annum payable semiannually on the 1<sup>st</sup> days of October & April in each year

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 party of the first part, her heirs and assigns.

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

Signed and delivered in presence of

Frank Minter

Frances E. Milner

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } SS.  
County of Nemaha

Be it Remembered, That on this 12<sup>th</sup> day of May, A. D. 1891, before me C. W. Hunt, a Notary Public in and for said County and State, came Frances E. Milner

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 Feb - 19 - 1895 C. W. Hunt

Notary Public.

Recorded May - 13 - 1891, at 11 o'clock A-M.

James Brooke

Register of Deeds