

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of March in the year of our Lord one thousand eight hundred and Ninety One between James Hedley and Emma Hedley husband and wife of Black Jack in the County of Douglas and State of Kansas of the first part, and Elizabeth Hays of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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 half (S 1/2) of the North West quarter (N.W. 1/4) of Section Seven (Sec 7) and the North quarter (N 1/4) of the South West quarter (S.W. 1/4) Section Seven (Sec 7) All in Township fifteen (T. 15) of Range twenty one (R. 21) containing 120 acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James Hedley and Emma Hedley 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 and that will warrant and defend the same against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of One thousand dollars and interest thereon from date until paid according to the terms of One certain note and coupons thereto all this day executed and delivered by the said James Hedley and Emma Hedley 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 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 James Hedley and Emma Hedley their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this second day of March, in the year of our Lord eighteen hundred and Ninety One

Signed and delivered in presence of

M. A. O'Neil
A. A. Stonebraker

James Hedley (SEAL.)
Emma Hedley (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this second day of March, A. D. 1891, before me A. A. Stonebraker, a Notary Public in and for said County and State, came James Hedley and Emma Hedley 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 Apr - 20th 1891 A. A. Stonebraker Notary Public.

Recorded May - 20 A. D. 1891, at 10 o'clock A. M.

James Brooks Register of Deeds

For Release See Book 20 Page 890