

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this sixth day of April in the year of our Lord one thousand eight hundred and ninety one between J. H. Ward and Lucy B. Ward his wife of Decompton in the County of Douglas and State of Kansas of the first part, and Sarah F. Harris of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and forty five 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 West half (1/2) of the Northwest quarter of Section thirty three (33) Town eleven (11) South of Range eighteen East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. H. Ward and Lucy B. Ward do hereby covenant and agree, ^{that} 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 One hundred and forty five dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said J. H. Ward on the 6th day of April A.D. 1891 to the said party of the second part: due in ninety days after date

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 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

J. H. Ward (SEAL.)
Lucy B. Ward (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of April, A. D. 1891, before me J. H. Bonebrake, a Notary Public in and for said County and State, came J. H. Ward and Lucy B. Ward his wife 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 Jan - 7 - 1892 J. H. Bonebrake Notary Public.

Recorded May - 21 - A. D. 1891, at 4²⁵ o'clock P-M.

James Brooks Register of Deeds

*The following is entered on the original instrument
The notes herein described having been paid in full, this mortgage
is hereby released and the living hereby created discharged.
As witness my hand this 24 day of Feb, A.D. 1892
Sarah F. Harris*

*Recorded February 26th 1892
James Brooks*