

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this sixteenth day of July in the year of our Lord one thousand eight hundred and ninety one between Wm Clark and Malindag Clark his wife of Marian Township in the County of Douglas and State of Kansas of the first part, and John Clark of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven hundred and fifty (\$1100.00) 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 South (1/2) half of North East (1/4) quarter of Section 17, T. 17 N. R. 18 E. Containing (80) Eighty 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 Wm Clark and Clark his wife 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

Eleven hundred and fifty (\$1100.00) Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Wm Clark & Malindag Clark his wife to the said party of the second part his interest at 7% payable semi annually and at any payment of interest parties of the first part have the privilege of paying one hundred or any multiple of a hundred Dollars.

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 Wm Clark and Clark his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Wm Mesenhimer

William Clark

(SEAL)

Malindag Clark

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16 day of July, A. D. 1891, before me Wm Mesenhimer, a Notary Public in and for said County and State, came Wm Clark and Malindag Clark husband and 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 July 27 1893

Wm Mesenhimer

Notary Public.

Recorded May 29 A. D. 1891, at 1 o'clock P. M.

James Brooks

Register of Deeds

The following is endorsed on the original instrument
\$1100.00 April 10th 1894 Received of William Clark and wife the within named Mortgage of the sum of Eleven hundred and fifty dollars in full of the mortgage of the said John Clark

Recorded May 29th 1894
Wm Mesenhimer
Register of Deeds