

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Sixth day of May in the year of our Lord one thousand eight hundred and Ninety one between B. E. Varsthum married of Willow Springs in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred and forty five DOLLARS, to him 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 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: Begin at the South East Corner of the North West quarter (44) of Section Fifteen (15) Township fourteen (14) Range Nineteen (19) thence North fifty three and third (53 1/3) rods thence West forty (40) rods thence South fifty three and third (53 1/3) rods thence East forty (40) rods to the place of beginning containing thirteen and third (13 1/3) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said B. E. Varst does hereby covenant and agree, at the delivery hereof ^{that} he 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 One Hundred and forty five Dollars according to the terms of One certain Note this day executed and delivered by the said B. E. Varst to the said party of the second part: his heirs or assigns.

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 B. E. Varst or his heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

B. E. Varst

(SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 26 day of May, A. D. 1891, before me _____, a Notary Public in and for said County and State, came B. E. Varst

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 April 28 1895

John M. Newlin

Notary Public.

Recorded June 3 A. D. 1891, at 3 o'clock P. M.

James Brooke

Register of Deeds

The following is endorsed on the original instrument—
The notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand, this 3rd day of July A. D. 1891
E. J. Parker
Recorded July 3rd 1891
James Brooke
Register of Deeds