

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fifteenth day of April in the year of our Lord one thousand eight hundred and Ninety one between Daniel Glory & Elizabeth Glory his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred 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: Begin at a point forty (40) rods west of the south east corner of the North west quarter (1/4) of Section fifteen (15) Township fourteen (14) Range Nineteen (19) thence North fifty three and third (53 1/3) rods thence west One Hundred and twenty (120) rods thence South fifty three and third (53 1/3) rods thence east One Hundred and twenty (120) rods to place of beginning containing forty 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 Daniel Glory & Elizabeth Glory do hereby covenant and agree at the delivery hereof they 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 Excepting one Mortgage of Seven Hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars according to the terms of five certain Notes four for \$150 and one for \$100 this day executed and delivered by the said Daniel Glory 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 Daniel Glory 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

John M. NewlinDaniel Glory (SEAL.)Elizabeth Glory (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 15 day of April, A. D. 1891, before me, a Notary Public in and for said County and State, came Daniel Glory and Elizabeth Glory

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 1891John M. Newlin Notary Public.Recorded July 3 A. D. 1891, at 9<sup>50</sup> o'clock A.M.James Brooke Register of Deeds

The following is endorsed on the original instrument  
The undersigned having been paid in full, this mortgage  
is hereby released and the here thereby created discharged  
As witness my hand this 27 day of Sept. A.D. 1894  
E. J. Barker

Recorded September 27th 1894  
James Brooke  
Register of Deeds

