

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and Ninety One between James A. Ferguson and Nannie S. Ferguson (his wife) of Salterville in the County of \_\_\_\_\_ and State of Arkansas of the first part, and E. C. Welch of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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: The South East quarter (1/4) of Section Five (5) Township fourteen (14) Range twenty (20) containing One Hundred and Fifty 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 A. Ferguson and Nannie S. Ferguson 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 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 Fifteen Hundred Dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said James A. Ferguson and Nannie S. Ferguson to the said party of the second part: his heirs and 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 James A. Ferguson his 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

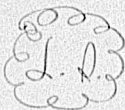
James A. Ferguson (SEAL.)  
Nannie S. Ferguson (SEAL.)  
 \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)

Arkansas  
 STATE OF KANSAS, } ss.  
 County of \_\_\_\_\_

Be it Remembered, That on this 11 day of July, A. D. 1891, before me W. C. Braly, a Notary Public in and for said County and State, came James A. Ferguson and Nannie S. Ferguson 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 8 1891 W. C. Braly Notary Public.  
 Recorded July 13 A. D. 1891, at 9<sup>11</sup> o'clock A. M.



James Brooks Register of Deeds

The following is indexed on the original instrument  
 Know all men by these presents, That J. C. Welch the within named mortgagee in consideration of fifteen hundred  
 Dollars to me in hand paid the receipt whereof is hereby acknowledged hereby discharge the said parties in mortgage of said  
 premises whereof the said mortgage was heretofore set his hand this 14 day of September 1894  
 E. C. Welch  
 Recorded September 17th 1894  
 James Brooks  
 Register of Deeds