

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28 day of March in the year of our Lord one thousand eight hundred and Ninety one between Charles P. Roy and his wife Julia A. Roy of Douglas in the County of Douglas and State of Kansas of the first part, and T. J. Roy of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 undivided one seventh interest in the East half and the North West quarter of the North West quarter of Section number five in Township number sixteen of Range number Eighteen being their interest in the Estate of Lydia A. Roy deceased

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles P. Roy and Julia A. Roy do hereby covenant and agree, at the delivery hereof that 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 One hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Charles P. Roy and Julia A. Roy to the said party of the second part:

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 Charles P. Roy 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

E. J. HilkeyCharles P. Roy
Julia A. Roy

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 22 day of June, A. D. 1891, before me E. J. Hilkey a Notary Public in and for said County and State, came Charles P. Roy and Julia A. Roy 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 Dec 20 1893E. J. Hilkey

Notary Public.

Recorded July 31 A. D. 1891, at 5 o'clock P. M.James Brooke

Register of Deeds

The following is indorsed on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 1st day of March, 1893.

T. J. Roy
Recorded April 10, 1893
Filed for Record
By J. J. Hilkey