

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this sixth day of August in the year of our Lord one thousand eight hundred and 91 between Daniel K. Lawrence of Kanwaka in the County of Douglas and State of Kansas of the first part, and Peter Oberhart Regnier of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of six hundred and thirty 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: The North half of the South East quarter of Section No. twenty three (23) Township twelve (12) Range seventeen (17) Containing Eighty (80) 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 Daniel K. Lawrence does hereby covenant and agree, ^{that} at the delivery hereof he was the lawful owner— 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 six hundred and thirty five dollars according to the terms of a certain promissory note this day executed and delivered by the said Daniel K. Lawrence 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, appraisalment 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 K. Lawrence 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

J. C. Vincent
Anna E. Vincent

Daniel K. Lawrence (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this sixth day of August, A. D. 1891, before me J. C. Vincent, a Notary Public in and for said County and State, came Daniel K. Lawrence 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 18 Recorded Aug 15 A. D. 1891, at 10 o'clock M. J. C. Vincent Notary Public.

James Brooks Register of Deeds

May 14, 1896.
 Received of Daniel K. Lawrence the within named mortgage for the sum of
 six hundred and thirty five Dollars, in full satisfaction of the within mortgage.
 Peter Oberhart Jr.
 Recorded May 14, 1896. James Brooks Register of Deeds
 J. W. Carman Deputy

The following is recorded on original instrument