

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 24 day of August in the year of our Lord one thousand eight hundred and ninety one between R. S. Pellet and his wife Carrie Pellet of Pleasant Grove in the County of Douglas and State of Kansas of the first part, and Elizabeth Stager of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 her 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 the Northwest quarter (1/4) of Section Thirty six (36) Township Thirteen (13) South of Range Nineteen (19) East of the 6th M and also sixteen feet off of the North side of the Southwest quarter (1/4) of the Northwest quarter (1/4) to the Section line west of said section)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said R. S. Pellet and Carrie Pellet 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 except one Mortgage of Six hundred dollars Recorded in Book 23 Page 317, Douglas County Kansas Register of Deeds Office

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of one certain note this day executed and delivered by the said R. S. Pellet and Carrie Pellet to the said party of the second part: Payable on or before five years from date with interest at Eight per cent per annum payable annually

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 her 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 her 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 R. S. Pellet and Carrie Pellet heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

R. S. Pellet (SEAL.)
Carrie Pellet (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 24 day of August, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came R. S. Pellet and Carrie Pellet who represent themselves to be husband and wife 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 Sept - 6 - 1893 James Brooks Notary Public.
 Recorded Aug - 24 A. D. 1891, at 2 o'clock P M.

James Brooks Register of Deeds

The following is understood on the original instrument
 Received of R. S. Pellet & wife the within
 named mortgage on the sum of Four hundred dollars in
 full satisfaction of the within mortgage
 Elizabeth Stager

Recorded Jan 15 1898
 J. D. McNamee
 Register of Deeds

\$4400.00