

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 17th day of June in the year of our Lord one thousand eight hundred and ninety one between Lewis & Preston and Mary J. Preston, his wife of Worden in the County of Douglas and State of Kansas of the first part, and James W. Preston of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred and Twenty Five 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 One Hundred Acres of the South East Quarter (1/4) of Section No Twelve (12) and the East Thirty Acres of the Northwest Quarter Sec No Thirteen (13) all in Range No 13 Township No Fifteen

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lewis & Preston and wife 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 state of inheritance therein free and clear of all incumbrances. Except One Mortgage of One Thousand and fifty (\$1,050.00) Dollars given to Wm. S. Lincoln

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred and Twenty Five (\$725.00) according to the terms of One certain Note this day executed and delivered by the said Lewis & Preston and wife to the said party of the second part: due and payable in two years from date at 10% interest 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 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 Lewis & Preston or his 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

L. F. Preston (SEAL.)
Mary J. Preston (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 17th day of June, A. D. 1891, before me C. E. Dallas, a Notary Public in and for said County and State, came Lewis & Preston and Mary J. Preston husband and wife 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 - 16 - 1894 C. E. Dallas Notary Public.
 Recorded Sept - 2 - A. D. 1891, at 2⁵⁰ o'clock P - M.

James Brooks Register of Deeds

The following is ordered on the original instrument
 The notes herein described having been paid in full. This mortgage
 is hereby released, and the lien thereby created discharged
 Attest: As witnesses my hand this 17th day of December A.D. 1892
James W. Preston
 Recorded December 19th 1892
James Brooks

