

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of September in the year of our Lord one thousand eight hundred and ninety one between John Linger and Louis Linger his wife of Kanawha in the County of Douglas and State of Kansas of the first part, and Andrew J. Card of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three thousand (\$3000.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do le 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 East quarter of Section Nine (9) in Township Thirteen (13) of Range Eighteen (18) in the District of land subject to sale at Compton Kansas containing One hundred and sixty Acres

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Linger and Louis Linger his wife 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 Three thousand dollars (\$3000.00) according to the terms of three certain promissory notes this day executed and delivered by the said John Linger and Louis Linger his wife to the said party of the second part: One Note for One thousand dollars payable eight months after date, One note for One thousand dollars payable two and one half years after date, and One note for One thousand dollars payable three and one half years after date all bearing seven per cent interest per annum payable at 10% Kansas. 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, appraisal 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 John Linger and Louis Linger his wife for their 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

John Linger (SEAL)
Louis Linger (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 26th day of September, A. D. 1891, before me J. J. Sternbergh, Justice of the Peace, a Notary Public in and for said County and State, came John Linger and Louis Linger his 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 18 J. J. Sternbergh
 Recorded Sept 26 A. D. 1891, at 3⁵⁰ o'clock M. Justice of the Peace

James Brooks Register of Deeds

For record and Book 35 Page 2166

The foregoing is indented via 07101001 10/1/1891