

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of December in the year of our Lord one thousand eight hundred and ninety between Chas. H. McClanahan and S. S. McClanahan his wife of Decompton in the County of Douglas and State of Kansas of the first part, and A. D. Road of the same place 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: Beginning at a point forty (40) feet east of a point thirty three (33) rods north of the southwest corner of the southeast quarter of section thirty four (34) in township eleven (11) in Range eighteen (18) and running thence easterly sixty six (66) rods thence north thirty seven (37) rods thence west twenty six (26) rods thence south thirty four (34) rods to place of beginning and being in the southeast quarter of section thirty four in township eleven in Range eighteen and containing six and one eighth acres of land more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Chas. H. McClanahan and S. S. McClanahan do hereby covenant and agree, ^{that} at the delivery hereof 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 and the interest thereon according to the terms of one certain promise or note this day executed and delivered by the said Chas. H. McClanahan 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 Chas. H. McClanahan heirs and assigns.

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

Signed and delivered in presence of

Charles McClanahan (SEAL.)S. S. McClanahan (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13th day of December, A. D. 1890, before me J. A. Bonebrake, a Notary Public in and for said County and State, came Chas. H. McClanahan and S. S. McClanahan 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 Jan - 7th - 1892Recorded Oct - 2nd - 1891, at 5⁵⁵ o'clock A - M.

Notary Public.

Register of Deeds

The following is indexed on the original instrument
The notes herein described having been paid in full this Mortgage
is hereby released and the said party of the first part discharged

Witness my hand this 7th day of Aug. A. D. 1890.
Wm. D. Road

Recorded Aug 11th 1890.
Wm. D. Road
Register of Deeds