

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this sixth day of October in the year of our Lord one thousand eight hundred and ninety one between W. H. Parsons and Hester Ann his wife of Clearfield in the County of Douglas and State of Kansas of the first part, and C. H. Gieseris of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: The North Sixty Acres of the East Half being the Northeast Quarter and the North 1/2 of the South East Quarter of the South West Quarter Section Nineteen Township Fourteen Range Twentyone East of the sixth principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. H. Parsons and 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 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 Five hundred Dollars according to the terms of one certain Note this day executed and delivered by the said W. H. Parsons and wife to the said party of the second part: dated Oct. 6th, 1891 due Oct. 6th, 1894 with interest at the rate of seven percent from date 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 W. H. Parsons and wife their heirs and assigns.

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

Signed and delivered in presence of

Witness

C. A. HillW. H. Parsons

(SEAL.)

Hester Ann Parsons

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} ss.

County of Douglas

Be it Remembered, That on this 8th day of October, A. D. 1891, before me Charles A. Hill, a Notary Public in and for said County and State, came W. H. Parsons and Hester Ann Parsons his 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 2nd 1892Charles A. Hill

Notary Public.

Recorded Oct 9 A. D. 1891, at 8 o'clock A—M.James Brooks

Register of Deeds

In consideration of \$500.00  
payment of the within mortgage  
I hereby release the same this  
1st day of October, 1891.

C. H. Gieseris

Attest W. H. Amstrong  
Register of Deeds