

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10th day of October in the year of our Lord one thousand eight hundred and ninety one between E. M. Snyder and Abby Snyder his wife of Marion in the County of Douglas and State of Kansas of the first part, and G. Governor, Executor of the Estate of John Rahsloff decd. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fourteen hundred and ninety 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 Southwest quarter of Section Eight (8) Township Fourteen Range Eighteen (18) less one acre for school purposes

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said E. M. Snyder does hereby covenant and agree, ^{that} at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances except a mortgage of fifteen hundred dollars due Brown dated Sept 29th 1883

This grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred and ninety five dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said E. M. Snyder and Abby Snyder 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 E. M. Snyder 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

E. M. Snyder (SEAL.)
Abby Snyder (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 10th day of October, A. D. 1891, before me A. E. Saxey, a Notary Public in and for said County and State, came E. M. Snyder and Abby Snyder 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 10th 1892 A. E. Saxey Notary Public.
Recorded Oct 19 A. D. 1891, at 2⁴⁰ o'clock P. M.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 26th day of March, 1895
G. Governor, Executor of the Estate of John Rahsloff decd.

Witness
James Brooks
Register of Deeds