

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 1st day of September in the year of our Lord one thousand eight hundred and ninety one between Lusan Pittman and Joseph Pittman her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Peter Young of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred (\$500) DOLLARS, to thame duly paid, the receipt of which is hereby acknowledged, has old 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 half of the South East Quarter of South West Quarter of Section Eleven Township Fifteen Range Nineteen Containing twenty Acres 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 Lusan Pittman and Joseph Pittman 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 Five hundred dollars at 4% interest to be paid semi-annually according to the terms of One certain Promissory Note this day executed and delivered by the said Lusan Pittman and Joseph Pittman to the said party of the second part: This Note due in two years from date with the privilege of being paid at any interest payment of first day of September and March

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, on any part thereof, in the manner prescribed by law, appraisment 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 parties making such sale on demand to the said Lusan Pittman her heirs and assigns.

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

Signed and delivered in presence of

Lusan Pittman (SEAL.)
Joseph Pittman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 1st day of September, A. D. 1891, before me J. H. Thompson, a Notary Public in and for said County and State, came Lusan Pittman and Joseph Pittman wife and husband 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 July 8 1895 J. H. Thompson Notary Public.
Recorded Oct 20 A. D. 1891, at 11 ²⁰ o'clock A. - M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 24 day of September 1891
Peter Young
Recorded December 22nd 1891
James Brooks
Register of Deeds