

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27 day of October in the year of our Lord one thousand eight hundred and ninety one between Theodore Arnold and Rosa Arnold his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and B. F. Frederick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and seventy 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 North East quarter of the South west quarter of Section Thirty two (32) Township Fourteen (14) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Theodore Arnold 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 Two hundred and seventy five Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Theodore and Rosa Arnold to the said party of the second part: Payable two years from date at the Lawrence Nat Bank of Lawrence Kas with interest at the rate of seven per cent per annum payable semi-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, on 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 Theodore Arnold his 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

Theodore Arnold (SEAL.)
Rosa Arnold (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 27 day of October, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Theodore Arnold and Rosa Arnold 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'y - 17 - 1895 Alfred Whitman Notary Public.
 Recorded Oct - 27 - A. D. 1891, at 2³ o'clock P. M.

James Brooks
 Register of Deeds

The following is endorsed on original instrument
 The Notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
 B. F. Frederick by
 Alfred Whitman Agent
 James Brooks Register of Deeds
 Recorded Oct 26. 1893 at 11 o'clock A.M.