

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Sixth day of October in the year of our Lord one thousand eight hundred and ninety one between John Standing and Charissa Standing wife of Franklin in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: Commencing at the North West Corner of the North West Quarter (44) of Section 16 (16) Township Thirteen (13) Range Twenty (20) Thence East forty six and two thirds (46 2/3) rods South One hundred and eight (108) rods West along County road to Section line North One hundred and four (104) rods to beginning of One and one third (1 1/3) acres school lot containing about thirty acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Standing and Charissa Standing do hereby covenant and agree, <sup>that</sup> at the delivery hereof 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

Six hundred Dollars according to the terms of One certain Note this day executed and delivered by the said John Standing and Charissa Standing to the said party of the second part: his heirs or assigns.

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 John Standing 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

John M. Newlin

John Standing

Charissa Standing

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 27 day of Oct, A. D. 1891, before me, John M. Newlin, a Notary Public in and for said County and State, came John Standing and Charissa Standing 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 April 28 1895

John M. Newlin N.P.

Notary Public

Recorded Oct 27 A. D. 1891, at 5 o'clock P M.

James Brooks

Register of Deeds

This following is endorsed on the original instrument  
Received of John Standing the within named mortgage the sum  
of Six hundred Dollars in full satisfaction of the within mortgage  
E. J. Parker

Recorded January 16th 1893  
James Brooks  
Register of Deeds