

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of October in the year of our Lord one thousand eight hundred and ninety one between A. A. Halderman and E. B. Halderman his wife of Clinton in the County of Douglas and State of Kansas of the first part, and W. E. Howard of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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: North East Quarter Section No. Nine in Township No. Fourteen (14) Range No. Eighteen (18) E. 1 of the 6th P. M. Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 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 Nine Hundred Dollars according to the terms of one certain note this day executed and delivered by the said A. A. Halderman and E. B. Halderman his wife to the said party of the second part: payable November 1, 1894 with interest according to six coupons.

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 A. A. Halderman and E. B. Halderman their 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

A. A. Halderman (SEAL.)E. B. Halderman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 26 day of October, A. D. 1891, before me J. H. Steele, a Notary Public in and for said County and State, came A. A. Halderman and E. B. Halderman 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 June 18 1894 J. H. Steele Notary Public.
Recorded Nov 2 A. D. 1891, at 4⁴⁵ o'clock P. M.

James Brooks Register of Deeds

This following is indorsed on the margin of original instrument.
Lawrence, Mo, Feb 3, 1896.
Received of Wm. J. Lincoln full payment of note secured by within Mortgage. I hereby authorize Register of Deeds to discharge same of record.
John L. Mervorth.
Recorded February 10, 1896.

James Brooks
Register of Deeds
Dred Brooks, Deputy

(In assignment see book 31 page 20)