

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2nd day of November in the year of our Lord one thousand eight hundred and ninety one between Edward A. Jacobs of Lawrence in the County of Douglas and State of Kansas of the first part, and G. M. Talley of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Three South One hundred and seventeen and four eight one hundred the acres (117 $\frac{4}{8}$) of the Northwest fractional $\frac{1}{4}$ of Section 16, Town (17) South Range No. thirteen (13) Range No. nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Edward A. Jacobs does hereby covenant and agree 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

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 promissory note this day executed and delivered by the said Edward A. Jacobs to the said party of the second part and due three years from date with interest at 7% per annum

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, appraisalment 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 G. M. Talley his heirs and assigns.

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

Signed and delivered in presence of

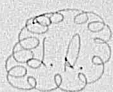
J. D. Heathman

E. A. Jacobs

(SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 2nd day of November, A. D. 1891, before me Probate Judge, a Notary Public in and for said County and State, came E. A. Jacobs



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 18

Recorded Nov 2 A. D. 1891, at 3 o'clock P. M.

B. J. Horton Probate Judge

Janus Brooks

Register of Deeds

The mortgage herein recorded and the note thereby secured has been paid in full and said mortgage is hereby released and the lien thereby created discharged. Witness my hand this 29th day of December 1896

Witness
Janus Brooks
Register of Deeds