

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 A. M. Reser and M. W. Reser his wife of Bond in the County of Douglas and State of Kansas of the first part, and Anna M. Armstrong of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Beginning at the South East corner of North West Quarter Section No Six (6) Town of No Fourteen (14) Range No Nine (9) Thence West One Hundred and thirty three and five sixths (133 5/6) Rods thence North forty two (42) Rods thence East twenty seven and one sixth (27 1/6) Rods thence North thirty seven (37) Rods thence East One Hundred and six and two thirds (106 2/3) Rods to the line of said North West Quarter thence South on said East line beginning containing Sixty (60) 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 A. M. Reser and M. W. Reser his wife 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 state of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in quiet and peaceable possession of said party of the second part his heirs and assigns forever against all lawful claimants

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said A. M. Reser and M. W. Reser to the said party of the second part: Said parties of first part agree to keep the building to be erected on said premises insured in the sum of \$500 and assign the said to second party

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. M. Reser and M. W. Reser 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
L. S. Steele A. M. Reser (SEAL.)
M. W. Reser (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 2 day of November, A. D. 1891, before me L. S. Steele, a Notary Public in and for said County and State, came A. M. Reser and M. W. Reser 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 June 18-1894 L. S. Steele Notary Public.
Recorded Nov 5 A. D. 1891, at 8 o'clock A-M.
James Brooks Register of Deeds

The following is inclosed on Original Indenture:
The notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
As Witness my hand this 12 day of March, A.D. 1897
Anna M. Armstrong

Recorded March 12, 1897
L. S. Steele
Notary Public

