

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 5th day of November in the year of our Lord one thousand eight hundred and ninety one between Mary Strahan and A. J. Strahan her husband of Virgil in the County of Douglas and State of Kansas of the first part, and Lephia O. Brown of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 her 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 south half of the East half of the Northeast quarter of Section 16 (6) Township 13 North Range 13 East (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do 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 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 Three hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Mary and A. J. Strahan to the said party of the second part her executors, administrators payable on demand at the Lawrence Nat Bank of Lawrence Kansas within interest at the rate of seven (7) per cent 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 her 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 her 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 Mary Strahan 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

Mary Strahan (SEAL.)
A. J. Strahan (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 5th day of November, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Mary Strahan and A. J. Strahan husband and wife 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 July 17 1895 Alfred Whitman Notary Public.
Recorded Nov 5 A. D. 1891, at 1 o'clock P-M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. Nov 11 1891
Lephia O. Brown

Recorded November 11th 1891
James Brooks
Register of Deeds