

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of November in the year of our Lord one thousand eight hundred and ninety one between A. S. Allen and Elizabeth D. Allen his wife of Vinland in the County of Douglas and State of Kansas of the first part, and G. Governor Executor of Estate of John Rakshoff deceased of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred & 00/100 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 successors heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas State of Kansas, described as follows, to-wit: The west half (1/2) of the Northeast fractional quarter of Section One (1) Township Fourteen (14) Range Twenty (20)

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 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 Eight hundred & 00/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said A. S. and Elizabeth D. Allen to the said party of the second part: payable five (5) years from date at the Lawrence Nat Bank of Lawrence Kansas with interest at the rate of seven per cent per annum payable semi-annually

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 successors executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part his successors 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. S. Allen his 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

A. S. Allen (SEAL.)
Elizabeth D. Allen (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of November, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came A. S. Allen and Elizabeth D. Allen his 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 January 17 1895 Alfred Whitman Notary Public.
Recorded Nov 19 1891, at 4²⁵ o'clock P. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released and the five shabby created discharged and returned to my hand this 6th day of May, A.D. 1893
at Lawrence, Kansas
G. Governor
Executor of Estate of John Rakshoff

Recorded May 6th, 1893
James Brooks
Register of Deeds

