

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety one between Robert Mitchell a single man of Clinton Township in the County of Douglas and State of Kansas of the first part, and W. L. Stevens of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and Twenty five 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: The East half (1/2) of the South West quarter (1/4) of Section Seventeen (17) in Township Thirteen (13) South, of Range Nineteen (19) East of the 6<sup>th</sup> P.M. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Robert Mitchell 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 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 Two Hundred and Twenty five Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Robert Mitchell to the said party of the second part: Due in one year from date with ten percent interest per annum from date

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 Robert Mitchell heirs and assigns.

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

Signed and delivered in presence of

Robert Mitchell (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 11<sup>th</sup> day of November, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came Robert Mitchell who claims to be a single man 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 September 6 1893  
Recorded Nov 11 A. D. 1891, at 2<sup>57</sup> o'clock P. M.

James Brooks Notary Public  
James Brooks Register of Deeds

The following is indorsed on original instrument  
Received of Robt Mitchell the within named mortgage the sum of Two hundred and twenty five Dollars in full satisfaction of the within mortgage.  
Witness  
Recorded Sept 6. 1891 at 3:15 o'clock P.M. James Brooks Register of Deeds  
W. L. Stevens