

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Tenth day of November in the year of our Lord one thousand eight hundred and ninety between Augustin Maberly and Ruth Maberly his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Commencing at the North West corner of the North West quarter (1/4) of Section twenty four (24) Township thirteen (13) Range twenty (20) thence East One hundred (100) rods South One hundred and sixty (160) rods West Twenty (20) rods thence North Forty (40) rods thence West Eighty (80) rods thence North Sixty (60) rods to beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Augustin Maberly and Ruth Maberly hereby covenant and agree, at the delivery hereof they are the lawful owners of the premises above granted, and seized 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 One hundred Dollars according to the terms of One certain Note and four coupons this day executed and delivered by the said Augustin Maberly and Ruth Maberly to the said party of the second part his heirs or assigns

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 Augustin Maberly 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

John M. Newlin

Augustin Maberly (SEAL.)  
Ruth Maberly (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 19 day of November, A. D. 1891, before me John M. Newlin, a Notary Public in and for said County and State, came Augustin Maberly and Ruth Maberly 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 April 28 1895 John M. Newlin Notary Public.  
 Recorded Nov 20 A. D. 1891, at 10 o'clock A. M.

James Brooks Register of Deeds

The following is endorsed on the Original Instrument.  
 May 16, 1896  
 Received of A. W. Maberly the within-named mortgage the sum of  
 One Hundred and 00 Dollars in full satisfaction of the within mortgage.  
 E. J. Parker

Recorded May 16, 1896

James Brooks

Register of Deeds