

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10 day of December in the year of our Lord one thousand eight hundred and ninety one between John T. Anderson an unmarried man of Laborer in the County of Douglas and State of Kansas of the first part, and W. H. Armstrong of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and thirty DOLLARS, to him 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: The North East Quarter of Section No. Twenty Seven (27) in Township No. Twelve (12) South of Range No. Eighteen (18) East of the Sixth P. M. Kansas containing 160 acres

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Party of the first part do 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 state of inheritance therein free and clear of all incumbrances save and except a mortgage of \$300.00 to W. H. Armstrong

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and thirty Dollars according to the terms of one certain promissory note this day executed and delivered by the said Part of first part to the said party of the second part payable in two years

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 John T. Anderson heirs and assigns.

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

Signed and delivered in presence of

John T. Anderson (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10 day of Dec, A. D. 1891, before me L. I. Steele, a Notary Public in and for said County and State, came John T. Anderson an unmarried 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 June 18 1894

L. I. Steele

Notary Public.

Recorded Dec 10 A. D. 1891, at 2 o'clock P. M.

James Brooks

Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Attest my hand, this 22 day of September, A.D. 1892
J. H. Armstrong

Recorded September 24th 1892
James Brooks
Register of Deeds

