

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 18th day of December in the year of our Lord one thousand eight hundred and Ninety One between Adam Faust and Mary A. Faust his wife of the Township of Marion in the County of Douglas and State of Kansas of the first part, and L. U. Todd of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred & twenty five 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: The E. quarter (1/4) of Section Nine (9) Township Fourteen (14) Range Eighteen (18) East of the 6th E.M. containing 160 acres more or less sales Begin-
ning twenty (20) rods East of the centre of the West line of N.W. quarter (1/4) of Section
Nineteen (19) Township Fourteen (14) Range Eighteen (18) East of the 6th E.M. thence East
Eighty (80) rods thence North Forty (40) rods thence West Eighty (80) rods thence South
Forty (40) rods to place of beginning containing 200 acres more or less.

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, 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, save and except one certain mortgage for \$1000 made on or about 25th March last in favor of one woman of Topeka due in 5 years with 7% interest

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred & twenty five Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable one year after date to order of party of second at the Merchants National Bank with int at 4% 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 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 Parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Hugh BlairA. A. FaustM. A. Faust

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 18th day of December, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came Adam A. Faust and Mary A. Faust 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 28th Decr 1893Recorded Dec 19 A. D. 1891, at 40 o'clock P.M.

Notary Public.

Register of Deeds



Hugh Blair
James Brooke

The following is indorsed on the original instrument
#22502 May 27 1896 Received of Adam A. Faust the within named
mortgage for the sum of Two Hundred and twenty five and 00/100 dollars.
in full satisfaction of the within mortgage. L. U. Todd
Recorded May 27 1896