

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of December in the year of our Lord one thousand eight hundred and ninety one between Alexander Steele Lucinda Steele his wife of Wakarusa Co in the County of Douglas and State of Kansas of the first part, and Green Keith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine hundred seventy six & 2/10 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 undivided two thirds (2/3) of the following described tract of land to-wit: Commencing at the Northwest corner of the Southeast quarter of Section numbered eleven in Township Thirteen (13) of Range Twenty in said County, State of Kansas, thence East along the North line of said quarter section ninety (90) rods thence South to the center of Wakarusa Creek, thence West following the meandering of said Creek to the West line of said quarter section, thence due North along the West line of said quarter section to the place of beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Alexander Steele and Lucinda Steele do hereby covenant and agree, ^{that} at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred twenty six & 2/10 dollars according to the terms of One certain promissory note this day executed and delivered by the said Alexander Steele Lucinda Steele to the said party of the second part: in the sum of Nine hundred seventy six & 2/10 dollars payable five years from the date hereof at the Douglas County Bank Lawrence, Kansas with interest thereon at the rate of eight per cent per annum payable 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, on 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 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

W. B. Brownell
Fred W. Casner

Alexander Steele (SEAL.)
Lucinda Steele (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 26th day of Dec, A. D. 1891, before me W. C. Pangler, a Notary Public in and for said County and State, came Alexander Steele and Lucinda Steele 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 Aug 15 1894 W. C. Pangler Notary Public.
Recorded Dec 26 A. D. 1891, at 2³⁵ o'clock P M.

James Brooks
Register of Deeds

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 1st day of January 1896
Green Keith

Recorded January 14-1896
James Brooks
Register of Deeds