

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twenty fourth day of December in the year of our Lord one thousand eight hundred and ninety-one between John A. McCurdy and Mary McCurdy husband and wife of Linn in the County of Douglas and State of Kansas of the first part, and Ellen M. Leary of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 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 South Fifteen (15) acres of the South East-quarter of the North East-quarter of Section Thirteen (13) Township Twelve (12) South of Range Nineteen (19) East of the 6th principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John A. McCurdy does hereby covenant and agree, at the delivery hereof, that 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 Eight Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said John A. and Mary McCurdy to the said party of the second part.

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 her 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 her 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 A. McCurdy his 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

A. E. BensonJohn A. McCurdy

(SEAL.)

Mary McCurdy

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24th day of December, A. D. 1891, before me A. E. Benson, a Notary Public in and for said County and State, came John A. McCurdy and Mary McCurdy 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 July 18th 1895 A. E. Benson

Notary Public.

Recorded December 31st A. D. 1891, at 1:30 o'clock P M.James Brooke

Register of Deeds

The following is a record of the original instrument
in consideration of full pay.
I hereby release the same this
29th day of November, 1891.
Ellen M. Leary
Recorded November 20th 1891
James Brooke
Register of Deeds