

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19 day of January in the year of our Lord one thousand eight hundred and ninety two between L. J. Recker an unmarried man of Overbrook in the County of Osage and State of Kansas of the first part, and L. C. Recker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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: West One hundred acres of the South West quarter of Section No Nine (9) Township No Fifteen (15) South of Range No Eighteen (18) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said L. J. Recker does hereby covenant and agree ^{that} 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 except a mortgage of \$900. to Russell & Metcalf

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred (\$700) Dollars

according to the terms of One certain note this day executed and delivered by the said L. J. Recker to the said party of the second part: payable on or before ten years interest at 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 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 L. J. Recker heirs and assigns.

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

Signed and delivered in presence of

L. J. Recker (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 19 day of January, A. D. 1892, before me L. S. Steele, a Notary Public in and for said County and State, came L. J. Recker 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. S. Steele

Notary Public.

Recorded January 19 A. D. 1892, at 3 1/3 o'clock P. M.

James Brooke

Register of Deeds

The following is a true and correct copy of an original instrument
Lawrence, Kas. Jan 22, 1900.
Received of L. J. Recker the within named Mortgage or the sum of
Seven Hundred and - Dollars in full satisfaction of the within Mortgage
Dated Jan 7th 1900, U. S. Notary Public for Osage Co. Kan.
Recorded Jan 23rd 1900, U. S. Notary Public for Osage Co. Kan.