

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twenty eighth day of January in the year of our Lord one thousand eight hundred and ninety two between Alfred H. Wilson and Lydia Wilson his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and D. M. Ellis of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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:

Commencing at the North West Corner of the North West quarter (14) of section twelve (12) Township fourteen (14) of Range nineteen (19) thence South on the West line of said quarter, Forty Rods, thence East Forty Rods, thence North Forty Rods, thence West to the place of beginning, containing Ten 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 Alfred H. Wilson and Lydia Wilson his wife 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 One hundred dollars

according to the terms of One certain note of hand this day executed and delivered by the said parties of the first part to the said part 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 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 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. C. Price

Alfred H. Wilson (SEAL)

Lydia Wilson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 28 day of January, A. D. 1892, before me a Justice of the Peace, a Notary Public in and for said County and State, came Alfred H. Wilson and Lydia Wilson his wife 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 18

Recorded January 29th A. D. 1892, at 11:30 o'clock A.M.

W. C. Price J. P. (Notary Public)

James Brooks Register of Deeds

The following is indented on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As Witness my hand this 10th day of April A.D. 1900
D. M. Ellis
Register of Deeds

Recorded April 12th 1900.