

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of February in the year of our Lord one thousand eight hundred and ninety two between Charles A. James of Indiana in the County of Douglas and State of Kansas of the first part, and Justus Howell of Indiana of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Being the West half of Fraction South, West quarter of Section No. thirty (30) Town No. Thirteen (13) of Range No. Twenty One (21) of the same more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles A. James does hereby covenant and agree ^{that} at 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Charles A. James to the said party of the second part: Payable Oct 1st 1892 for the sum of Two hundred and fifty Dollars

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 Party of the First Part his heirs and assigns.

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

Signed and delivered in presence of

C. A. James

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 16th day of February, A. D. 1892, before me James Brooks, a Notary Public in and for said County and State, came Charles A. James 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 Sept - 6 - 1893
Recorded Feb - 16 - 1892, at 12 o'clock M.

James Brooks

Notary Public.

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 said this 1st day of October 1892
Justus Howell

Recorded October 1st 1892
James Brooks
Register of Deeds