

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety two between Daniel Hunzicker and Emma Hunzicker his wife of Indiana in the County of Douglas and State of Kansas of the first part, and Margaret Davis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven hundred & fifty 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 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: The East one half of the North West quarter and the North half of the South West quarter of the North West quarter of Section Thirteen (13) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Daniel Hunzicker and Emma Hunzicker do hereby covenant and agree at the delivery hereof that they are the lawful owners 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 seven hundred & fifty dollars and the interest thereon according to the terms of one certain Promissory Note this day executed and delivered by the said Daniel Hunzicker and Emma Hunzicker to the said party of the second part Copy - Indiana Feb. 25th 1892. Three years after date of promise to pay to the order of Margaret Davis seven hundred & fifty dollars, value received with interest at eight per cent per annum from date to be paid 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 parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Daniel Hunzicker (SEAL.)
Emma Hunzicker (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 25th day of February, A. D. 1892, before me Charles A. Hill, a Notary Public in and for said County and State, came Daniel Hunzicker and Emma Hunzicker 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 January 22nd 1896 Charles A. Hill Notary Public.
 Recorded Feb 25 A. D. 1892, at 1⁵⁰ o'clock P-M.

James Brooks Register of Deeds

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage
 is hereby released, and the lien thereby created discharged.
 Witness my hand this 30th day of January A.D. 1893
Margaret Davis
attest C. A. Hill

Recorded February 1st 1893
James Brooks Register of Deeds

