

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of December in the year of our Lord one thousand eight hundred and Ninety one between Theodore Black & Elvira Black his wife of Wellsville in the County of Franklin and State of Kansas of the first part, and J. L. Hughes executor of the Estate of Allen Hughes of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: The N.W. 1/4 of Section Three (3) Township Fifteen (15) Range Twenty one (21) Containing Six hundred Fifty seven 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 Theodore & Elvira Black 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 Six hundred Dollars according to the terms of One certain Coupon Note this day executed and delivered by the said Theodore & Elvira Black 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 his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, on 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 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 seals the day and year first above written.

Signed and delivered in presence of

Theodore Black (SEAL.)  
Elvira Black (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Franklin

Be it Remembered, That on this 5<sup>th</sup> day of December, A. D. 1891, before me J. G. Gregory a Notary Public in and for said County and State, came Theodore & Elvira Black husband and 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 Dec-14 1892 J. G. Gregory Notary Public.  
 Recorded Feb-27 A. D. 1892, at 10<sup>30</sup> o'clock A M.

James Brooks Register of Deeds

The following is endorsed on the original instrument  
 In consideration of full payment of the within mortgage  
 I hereby release this same this 9 day of March 1896  
J. L. Hughes Executor of the Estate  
Allen Hughes

Recorded March 9th 1896  
James Brooks  
 Register of Deeds

