

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of February in the year of our Lord one thousand eight hundred and ninety-two between Dusan S. Green and A. S. Green husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Hallie Fitzpatrick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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 West half (1/2) of the South East quarter (1/4) of the South West quarter (1/4) of Section Four (4) Township Thirteen (13) Range Twenty (20) containing Twenty Acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Dusan S. Green and A. S. Green 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 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

Five hundred Dollars according to the terms of One certain Notar and ten Coupons this day executed and delivered by the said Dusan S. Green and A. S. Green to the said party of the second part: heirs or assigns

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 heirs 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 heirs 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 Dusan S. Green 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

John M. Neelan

Dusan S. Green

(SEAL.)

A. S. Green

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 2nd day of March, A. D. 1892, before me a Notary Public in and for said County and State, came Dusan S. Green and A. S. Green 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 April 28 - 1895

Recorded March 2 A. D. 1892, at 1 o'clock P. M.

John M. Neelan
N. P.

James Brooks
Register of Deeds

*This following is contained in Original Indenture
In consideration of full payment of the within mortgage
I hereby release the same this 4th day of January 1898
Wm. G. Sinclair*

*Recorded Jan 5th 1898
James Brooks
Register of Deeds*

For assignment see Book 33 Page 400