

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11 day of March in the year of our Lord one thousand eight hundred and ninety two between Nettie Deming and J. E. Deming her husband of Douglas in the County of Douglas and State of Kansas of the first part, and Emily P. Grover of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two 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 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: Full and half of the North East quarter of Section 16 Township Fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nettie Deming do hereby covenant and agree, ^{that} at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage of \$100 given by R. D. Dodder to Mary M. Lewis October 25th 1881

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Nettie Deming and J. E. Deming 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 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 Nettie Deming heirs and assigns.

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

Signed and delivered in presence of

Nettie Deming (SEAL.)
J. E. Deming (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 11 day of March, A. D. 1892, before me E. J. Hilkey, a Notary Public in and for said County and State, came Nettie Deming and J. E. Deming her husband 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 20 1893 E. J. Hilkey Notary Public.
Recorded March 12 A. D. 1892, at 3 o'clock P. M.

James Brooks
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 22nd day of March 1892 Emily P. Grover

Attest C. W. Armstrong
Register of Deeds