

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16 day of March in the year of our Lord one thousand eight hundred and Ninety two, between Lewis Howell and Mary Jane Howell his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and G. Governor, Executor, Estate of Geo Ford deceased of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 East half (1/2) of the North West quarter Section Thirty five (35) Township Thirtieth (30) Range Nineteen (19) East of 6<sup>th</sup> Meridian.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree at the delivery hereof to be 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 Seven hundred & no Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Lewis and Mary Jane Howell to the said party of the second part: and payable on or before Three years from date to the Merchants Nat Bank of Lawrence Kansas

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 and assigns 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 and assigns, 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 Lewis Howell heirs and assigns.

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

Signed and delivered in presence of

Lewis Howell (SEAL.)  
Mary Jane Howell (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 17 day of March, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came Lewis Howell and Mary Jane Howell his 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 Jan - 17 - 1895 Alfred Whitman Notary Public.  
Recorded March 17 - A. D. 1892, at 11 o'clock A. M.

James Brooks Register of Deeds

*The following is endorsed on the original instrument.  
Lawrence Dec 11 1905 Received of Lewis Howell  
the sum of Seven hundred and no Dollars  
in full Satisfaction of the within mortgage.  
G. Governor, Executor  
Estate of Geo Ford, deceased*

*Recorded Dec 18 1905  
W. H. Cunningham  
Reg of Deeds*

