

This Indenture, Made this Twelfth day of February in the year of our Lord one thousand eight hundred and ninety two between R. C. Johnston and Kellene R. Johnston his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Ottomar Menger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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 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 East thirty one 1/2 Acres of the North West Quarter of the North West one fourth of section eleven, and the East twenty one acres of the South half of the North West one fourth of section eleven Township Thirteen, Range Twenty Douglas County State of Kansas

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 as 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 Twenty five hundred dollars according to the terms of five (5) certain promissory notes this day executed and delivered by the said R. C. Johnston, party of the first part 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, 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 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 R. C. & Kellene R. Johnston 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

R. C. Johnston (SEAL.)
Kellene R. Johnston (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of March, A. D. 1892, before me Frank H. Doane, a Notary Public in and for said County and State, came R. C. Johnston & Kellene R. Johnston 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 Oct - 19th 1895 Frank H. Doane Notary Public.
Recorded March - 17 - A. D. 1892, at 4⁵ 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 is discharged.
At witness my hand this 8th day of August A.D. 1899

Attest O. A. Menger
Emma Menger

Recorded August 8th 1899
L. D. Dorman
Register of Deeds
By J. T. G. Fisher
Deputy

