

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 17th day of February in the year of our Lord one thousand eight hundred and Ninety Two between John Schuster unmarried and Lois Schuster unmarried of Quincy in the County of Douglas and State of Kansas of the first part, and Thomas Rayson of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Full West half (1/2) of the North West quarter (1/4) of Section Thirty (30) Township Thirteen (13) Range Twenty (20) East of the Sixth principal Meridian in Kansas containing Eighty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Schuster and Lois Schuster do hereby covenant and agree, at the delivery hereof 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 Except a mortgage given to one Edward Russell of \$1000 by Thomas Rayson and wife and now owned by Robert McCall

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of an certain promissory note this day executed and delivered by the said John Schuster and Lois Schuster 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 John Schuster and Lois Schuster heirs and assigns.

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

Signed and delivered in presence of

O. F. RichardsJohn Schuster

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17th day of February, A. D. 1892, before me O. F. Richards, a Notary Public in and for said County and State, came John Schuster unmarried and Lois Schuster unmarried to me personally known to be the same person 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 July - 26 - 1893O. F. Richards

Notary Public.

Recorded March - 31 - A. D. 1892, at 12 o'clock P. M.

James Brooks
Register of Deeds

In consideration of five paid
in full of the within mortgage
I hereby release the same this
6th day of August 1892
Attest, A. W. Garrison Deputy Register of Deeds