

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety two between Mary G. Foust and Charles G. Foust her husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and Joel Kornell and Mary Kornell his wife of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred Twenty Five 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 parties of the second part their 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 South 1/2 of the North East fractional quarter (1/4) of Section Number Two (2) in Township Number Fourteen (14) in Range Number Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary G. Foust and Charles G. Foust her husband do hereby covenant and agree, at the delivery hereof, they were 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 Two hundred Twenty Five Dollars according to the terms of Eight certain Mortgage notes this day executed and delivered by the said Mary G. Foust and Charles G. Foust to the said parties 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 parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the parties of the second part their 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 parties making such sale on demand to the said parties of the first part 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

B. M. Gregory  
E. Martindale

Charles G. Foust  
Mary G. Foust

(SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 7<sup>th</sup> day of April, A. D. 1892, before me W. B. Churchill, a Notary Public in and for said County and State, came Charles G. Foust and Mary G. Foust 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 July 16<sup>th</sup> 1896

W. B. Churchill

Notary Public.

Recorded Jul 7 A. D. 1892, at 2<sup>nd</sup> 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 discharged. As witness my hand this 17 day of October, A. D. 1893.  
Joel Kornell  
Mary Kornell

Recorded January 16th 1895  
James Brooks