

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and ninety two between Nathan Horrell and Lillie Horrell wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Francis Robacker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 North half (1/2) of the South East quarter (1/4) of Section Thirty three (33) Township Fourteen (14) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Nathan Horrell and Lillie Horrell 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 Excepting One Mortgage of Two hundred and thirty five Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Nathan Horrell and Lillie Horrell to the said party of the second part: heirs or assigns

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 and 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 Francis Robacker 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

John M. Newlin

Nathan Horrell (SEAL.)  
Lillie Horrell (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 15 day of April, A. D. 1892, before me John M. Newlin a Notary Public in and for said County and State, came Nathan Horrell and Lillie Horrell 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 April 28 1895 John M. Newlin Notary Public.  
Recorded April 15 A. D. 1892, at 1 o'clock P. M.

James Brooks  
Register of Deeds

The following is in reference to 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 First day of April A.D. 1892  
Francis Robacker

Recorded May 22, 1892

Jesse Brooks  
Register of Deeds