

JOURNAL CO., LAWRENCE, KAN.

The following is inclosed on original instrument.
The Notes herein described having been paid in full this mortgage,
is hereby released, and the lien thereby created discharged.
As witness my hand, this 9th day of Dec, A. D. 1896.
John Damm.

Recorded Dec. 9, 1896.

Assigned See Book 26 Page 308

This Indenture, Made this 31st day of October in the year of our Lord one thousand eight hundred and ninety one between David P. Rake and Rose Rake husband and wife of the first part, and Geo. Salmon of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: Begin at the North East corner of the South West fractional quarter of Section Seven (7) Township Thirteen (13) South of Range Eighteen (18) East of the 6th Mth line of the 6th Pth Meridian West Fifty (50) Rods thence West Fifty (50) Rods thence North Fifty Eight (58) Rods thence West Thirty Two (32) Rods and seven (7) feet more or less to a point fifty (50) Rods East of the West line of said quarter section thence North One hundred Twenty Eight (128) Rods to the North line of said quarter section thence East on said North line to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David P. Rake do hereby covenant and agree at the delivery hereof he is the lawful owner 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 Six hundred Dollars five years after date with interest payable annually at the rate of seven percent according to the terms of one certain promissory note this day executed and delivered by the said David P. Rake and Rose Rake 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 David P. Rake his 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

David P. Rake (SEAL.)
Rose Rake (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31st day of October, A. D. 1891, before me Geo. Banks, a Notary Public in and for said County and State, came David P. Rake and Rose Rake husband and 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 Dec 12 1892 Geo. Banks Notary Public.
Recorded April 27 A. D. 1892, at 9th o'clock M.

James Brooks Register of Deeds