

JOURNAL 25, LAWRENCE, KAN.

This Indenture, Made this 4 day of April in the year of our Lord one thousand eight hundred and ninety two between Charles Foust and Mary J. Foust his wife of Quincy in the County of Douglas and State of Kansas of the first part, and Charles L. Holtz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Fifty 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 South half (1/2) of the North East quarter (1/4) Section Two (2) Township Fourteen (14) Range Twenty (20) containing Eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles Foust and Mary J. Foust do hereby covenant and agree, at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of

One Hundred and Fifty Dollars according to the terms of a certain promissory note this day executed and delivered by the said Charles Foust and Mary J. Foust 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 Charles Foust and Mary J. Foust heirs and assigns.

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

Signed and delivered in presence of

Charles J. Foust (SEAL)
Mary J. Foust (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 4 day of April, A. D. 1892, before me O. Y. Richards, a Notary Public in and for said County and State, came Charles Foust and Mary J. Foust 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 1893 O. Y. Richards Notary Public.
Recorded April 27 A. D. 1892, at 11 o'clock A. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
The note was described having been paid in full this mortgage
is hereby released, and the lien thereby created discharged
As witness my hand, this 13 day of June A.D. 1895
Charles L. Holtz

Recorded June 13th 1895
James Brooks
Register of Deeds

