

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12th day of May in the year of our Lord one thousand eight hundred and Ninety Two between A. E. Carr and K. K. Carr his husband of Endora in the County of Douglas and State of Kansas of the first part, and William Ottenbrend of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty 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: Full and half of the South East Quarter and all that part of the East half of the South East Quarter lying West and North of the Wakarusa River all in Section Twelve (12) Township Thirteen (13) Range 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 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

This grant is intended as a Mortgage to secure the payment of the sum of Twenty Hundred and Fifty Dollars according to the terms of A certain Note this day executed and delivered by the said A. E. Carr and K. K. Carr to the said party of the second part: payable on or before the 6th day of May 1895 bearing interest at seven per cent per annum payable annually.

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 parties of first part or their 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

A. E. Carr (SEAL)
K. K. Carr (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of May, A. D. 1892, before me Henry Phelps, a Notary Public in and for said County and State, came A. E. Carr and K. K. Carr his husband

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 Oct - 2nd 1895 Henry Phelps Notary Public.
Recorded May - 6 A. D. 1892, at 11 o'clock A. M.

James Brooks
Register of Deeds

The following is recorded in the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the lien hereby created is discharged
As witness my hand this 14th day of November A.D. 1894.
at 11:30 A. M.
Wm. Ottenbrend
J. H. Foxworth Register of Deeds
(For partial release see Book 29 Page 329)
Recorded Nov 14th 1894.