

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of May in the year of our Lord one thousand eight hundred and ninety two between Jane Hays, widow of the township of Polmyra in the County of Douglas and State of Kansas of the first part, and Maria C. Lewis and Kate E. Lewis of Ithaca N.Y. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 North half (1/2) of the North West quarter (1/4) of Section Number Five (5) in Township Fifteen (15) of Range Twenty One (21) in Douglas County Kansas, and the East Twenty Six (26) acres of the South half of said North West quarter (1/4) of Section Five (5) in Township Fifteen (15) of Range Twenty One (21) in county and State of said containing One hundred and Five (105) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jane Hays doth hereby covenant and agree, that at the delivery hereof she 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

Fifteen Hundred Dollars according to the terms of One certain note and five coupons this day executed and delivered by the said Jane Hays to the said parties of the second part: and payable to the order of parties of second part five years after date at the Merchants National Bank, Lawrence Kansas, according to the terms of said note and interest coupons

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, appraisement 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 party making such sale on demand to the said Jane Hays her heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Ridney E. Carlton

Jane Hays

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 28th day of May, A. D. 1892, before me J. H. Stonebraker, a Notary Public in and for said County and State, came Jane Hays widow

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 20 1894

J. H. Stonebraker

Notary Public.

Recorded May 31 A. D. 1892, at 9 o'clock A. M.

James Brooks

Register of Deeds

The following is indorsed 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 our hands this 9 day of June A. D. 1897
Maria C. Lewis
Kate E. Lewis
By Alexander Lewis
their Attorney in fact

Recorded June 9th 1897
James Brooks