

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of August in the year of our Lord one thousand eight hundred and ninety two between Anna C. Rodell (Widow) of Yinland in the County of Douglas and State of Kansas of the first part, and Merchants Loan & Savings Bank of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred & twenty five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part 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 East quarter (S. E. 1/4) of the North West quarter (N. W. 1/4) of Section number three (3) Township Fourteen (14) Range Twenty (20) East

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Anna C. Rodell doth hereby covenant and agree, ^{that} 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 and that she will warrant and defend the same in the quiet and peaceable possession of the second party, their successors and assigns forever against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred & twenty five Dollars according to the terms of 1 certain oupon note this day executed and delivered by the said Anna C. Rodell to the said party of the second part: due in two years from date with interest from maturity or as evidenced by coupons attached to said note, and interest after maturity or default in payment of interest at the rate of ten percent per annum until fully paid

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 successors executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part successors 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 party of the first part her heirs and assigns.

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

Signed and delivered in presence of

John F. RodellAnna C. Rodell

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 27 day of August, A. D. 1892, before me L. D. Steele, a Notary Public in and for said County and State, came Anna C. Rodell 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 June 18 1894L. D. Steele

Notary Public.

Recorded Aug 29 A. D. 1892, at 4²⁵ o'clock P—M.

James Brooks
Register of Deeds

The following is enclosed as 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 my hand this 2nd day of October A.D. 1897
Merchants Loan & Savings Bank
 By J. A. Wood, Cashier
 Recorded Oct. 2, 1897 Seal