

West quarter (S. N. $\frac{1}{4}$) of Section One (1) in Township Number Thirteen (13) Range Seventeen (17) Also The West Half (N. $\frac{1}{2}$) of the North West quarter (N. N. $\frac{1}{4}$) of Section One (1) township thirteen (13) Range Seventeen (17) containing in all One Hundred & Twenty acres of land in Kanwaka Township Douglas County Kan. with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Ella J. Stover formerly Ella Hendrix does 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 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 Four Hundred \$400.00 Dollars, according to the terms of One certain promissory this day executed by the said Ella Stover formerly Ella Hendrix to the said party of the second part.

\$400-

Lawrence Kansas Sept. 13th 1893

Six Months after date for Value received I promise to pay to the order of Henry J. Clarke at the Douglas Co Bank Lawrence Ks. Four Hundred dollars with 8 per cent interest per annum from date till paid.

And this conveyance shall be void if such payment be made as is 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 shall be due and payable, and it shall be lawful for 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 the moneys arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and for foreclosure and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Ella J. Stover formerly Ella Hendrix heirs and assigns.

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

Ella J. Stover

(Seal)

State of Kansas,
County of Douglas } ss.

Be it Remembered, That on this 13th day of September A.D. 1893 before me E. E. Hopkins a Notary Public in and for said County and State, came Ella J. Stover formerly Ella Hendrix to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.