

JOURNAL CO. - LAWYERS - KAN.

This Indenture, Made this 15 day of October in the year of our Lord one thousand eight hundred and ninety two between Nathan Horrell and Ballie E. Horrell of Willow Springs in the County of Douglas and State of Kansas of the first part, and Francis Robacker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred & 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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: North One half (1/2) of South East One fourth (1/4) Sec. 33 Township 14 Range 19.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nathan and Ballie Horrell hereby covenant and agree that at the delivery hereof they 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 except two other mortgages held by party of the second part

This grant is intended as a Mortgage to secure the payment of the sum of six hundred dollars (\$600) according to the terms of One certain Promissory Note this day executed and delivered by the said Nathan and Ballie E. Horrell 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 the 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 heirs and assigns.

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

Signed and delivered in presence of

Nathan Horrell (SEAL.)Ballie E. Horrell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 15 day of October, A. D. 1892, before me J. E. Hair, a Notary Public in and for said County and State, came Nathan and Ballie Horrell

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 Aug - 3 - 1896
 Recorded Oct - 22 - 1892, at 11 - 23 o'clock A. M.

Notary Public.

Register of Deeds.

The following is endorsed on the original instrument
 Received of Nathan Horrell the sum of
six hundred and 00/100 Dollars in full satisfaction
of the within Mortgage. Charles Robacker.

Attest
A. W. Amshower
 Register of Deeds.

Assigned See Book (33 Page 183)

