

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of October in the year of our Lord one thousand eight hundred and ninety two between Sarah Oswald Widow of the Township of Willow Springs in the County of Douglas and State of Kansas of the first part, and R. Y. Jamison Cashier of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and seventeen $\frac{30}{100}$ 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 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: An undivided one half ($\frac{1}{2}$) interest, share or part in the South East quarter ($\frac{1}{4}$) of the South East quarter ($\frac{1}{4}$) of Section number fourteen (14) in Township fourteen (14) of Range Nineteen (19) in Douglas County, Kansas and the East Sixteen (16) acres of the South Thirty two (32) acres of the South East quarter ($\frac{1}{4}$) of Section number ten (10) in Township and Range aforesaid less four (4) acres and One hundred and twenty seven (27) rods off the east end of said sixteen (16) acres.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Sarah Oswald 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 estate of inheritance therein free and clear of all incumbrances save and except a mortgage of \$100.00 to Hugh Blair dated 27th May 1892 made by said Sarah Oswald & Oswald covering in addition the property here in described an undivided $\frac{1}{2}$ interest therein belonging to said S. Oswald.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and seventeen $\frac{30}{100}$ Dollars according to the terms of Three certain Promissory Notes this day executed and delivered by the said Sarah Oswald to the said party of the second part: \$40.00 payable in one year, \$40.00 payable in two years and \$37.00 payable in three years all bearing interest at 8% from date

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 Party of the first part 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

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 29th day of October, A. D. 1892, before me Hugh Blair, a Notary Public in and for said County and State, came Sarah Oswald 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 28th Decr 1893 Hugh Blair Notary Public.
Recorded Oct 31 A. D. 1892, at 2 o'clock P. M.

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 28th day of December 1894
R. Y. Jamison Cashier

Witness
J. M. Brooke,
Register of Deeds

