

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety two, between

Lena Howell and George N. Howell her husband
of Wakarusa in the County of Douglas and State of Kansas
of the first part, and H. Gathart and W. R. Williams Executors of Estate of William Rojer deceased
of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand three hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part ~~hereinbefore~~ 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: All of the North West quarter of Section Fifteen (15) in Township Thirteen (13) Range Twenty (20) in Douglas County Kansas containing 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therem. And the said parties do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of

Two thousand three hundred and fifty dollars
according to the terms of One certain Mortuary Note this day executed and delivered by the said Lena Howell and George N. Howell to the said parties of the second part
payable five years after date with interest at 8% per annum according to Interest
coupons thereto attached

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 ~~hereinbefore~~ 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 ~~hereinbefore~~ 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 parties making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Jessie Watt

Lena Howell

(Seal.)

George N. Howell

(Seal.)

(Seal.)

(Seal.)

STATE OF KANSAS, { ss.
County of Douglas

Be it Remembered, That on this 1st day of November, A. D. 1892, before me

Nug. Blair, a Notary Public in and for said County and State, came Lena Howell and George N. Howell her husband

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 28th Decr 1893

Recorded Nov. 2, A. D. 1892, at 3rd o'clock P.M.

Hugh Blair

Notary Public

James Brinkley
Register of Deeds