

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fourteenth day of February in the year of our Lord one thousand eight hundred and Ninety Three between James S. Kinge of Douglas County and Mary C. Kinge his wife of Franklin in the County of Franklin and State of Kansas of the first part, and Horace Smith of Ottawa Franklin County Kansas of the second part,

Witnesseth, That the said party us of the first part in consideration of the sum of Five Hundred (\$500) 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 party him 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 North half of the South East Quarter of Section Three (3) Township Fifteen (15) Range Eighteen (18) Containing Eighty Acres more or less

with all the appurtenances, and all the estate, title and interest of the said party us of the first part therein. And the said James S. Kinge and Mary C. Kinge his wife do hereby covenant and agree that at the delivery hereof they were 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 except a certain mortgage this day given to one Albert Woodcock for the sum of Eight Hundred (\$800) Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred (\$500) Dollars according to the terms of one certain promissory note this day executed and delivered by the said James S. Kinge and Mary C. Kinge to the said party of the second part: which said note is due and payable three years from date with privilege of paying in sum of \$100.00 more at maturity of any interest payment.

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 us of the second part his heirs 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 us 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 James S. Kinge his heirs and assigns.

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

James S. Kinge (SEAL.)  
Mary C. Kinge (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Franklin

Be it Remembered, That on this 14<sup>th</sup> day of Feby, A. D. 1893, before me, Eva Nebb, a Notary Public in and for said County and State, came James S. Kinge and Mary C. Kinge his wife 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 May 16 1895 Eva Nebb Notary Public.  
Recorded Feb 16 1893 A. D. 1893, at 5<sup>30</sup> o'clock P. M. James Brooks Register of Deeds.

The following is endorsed on the original instrument  
Lawrence H. Gay, 28-1898 Received the amount in full  
Satisfaction of the within instrument mortgage  
Lawrence Hall Bank by W. L. Haver & Ashin  
Recorded Jan. 28, 1899 G. D. Macman Register of Deeds  
By H. C. Fisher Sg

Corporate Seal

