

JOURNAL 30, 1891, 140, 141

This Indenture, Made this 24th day of January in the year of our Lord one thousand eight hundred and 91
 of Media in the County of Douglas and State of Kansas
 of the first part, and James J. Bell
 of the second part,

Witnesseth, That the said party of of the first part in consideration of the sum of Three Hundred (300) DOLLARS, to have 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: Commencing sixty (60) Rods from the South East corner of the North West quarter (1/4) of Section Eleven (11) Township fifteen (15) Range nineteen (19) Thence North twenty (20) Rods, thence West One hundred and sixty (160) Rods, thence South twenty (20) Rods, thence One hundred and sixty (160) Rods East to place of beginning, containing twenty (20) Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said A. B. Gilliland 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred (300) according to the terms of two certain Notes \$150 each this day executed and delivered by the said A. B. Gilliland and to the said party of the second part the first note due the 5th day of November 1891. The second note due the 3rd day of November 1892 with interest at 8% annually on both notes until paid

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 A. B. Gilliland and heirs and assigns.

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

Signed and delivered in presence of

A. B. Gilliland (SEAL)
A. B. Gilliland (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 24 day of January, A. D. 1891, before me Joseph Pittman a Notary Public in and for said County and State, came A. B. Gilliland, A. B. Gilliland and his wife 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 Dec - 9 - 1893 Joseph Pittman Notary Public.
 Recorded 11 20 A. D. 1893, at 11 o'clock A. M.

James Brooke Register of Deeds

The following is indorsed on the original instrument.
 In consideration of full payment of the within mortgage,
 I hereby release the same this 26 day of September 1894
Henry Bell Administrator of
 Estate of James J. Bell deceased

Recorded October 23rd 1894
James Brooke
 Register of Deeds

The following is indorsed on the original instrument