

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 24th day of February in the year of our Lord one thousand eight hundred and ninety three between Robert H. Pearson and Roseilla Pearson his wife of the County of Douglas and State of Kansas of the first part, and J. C. Scott of Le Sueur Franklin Co. Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred (600⁰⁰) 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 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: The North West Quarter (N.W. 1/4) of Section Twelve (12) Township Fifteen (15) and Range Twenty (20), containing One Hundred and Sixty Acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Robert H. Pearson and wife Roseilla Pearson 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 Six Hundred Dollars according to the terms of three certain promissory notes this day executed and delivered by the said Robert H. Pearson to the said party of the second part: of even date each in the sum of two hundred Dollars maturing one, two and three years after date, payable at Millerville Kansas with interest at eight (8) per cent per annum payable annually.

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 Robert H. Pearson and Roseilla Pearson their heirs and assigns.

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

Signed and delivered in presence of

Robert H. Pearson (SEAL.)
Robert H. Pearson (SEAL.)
Roseilla Pearson (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Franklin County } ss.

Be it Remembered, That on this 24th day of Feb, A. D. 1893, before me H. M. Bennett, a Notary Public in and for said County and State, came Robert H. Pearson and his wife Roseilla Pearson 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 Dec 6 1894 H. M. Bennett Notary Public.
Recorded Feb 25 A. D. 1893, at 2 o'clock P. M.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument

Released in 31-281?