

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of March in the year of our Lord one thousand eight hundred and ninety three between B. F. Cowles of in the County of Mercer and State of Illinois of the first part, and Mrs. E. L. Johnson of Douglas Co. Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell, grant, bargain, sell and mortgage to the said party of the second part her 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 (NW) one fourth of Section thirty five (35) Township thirteen (13) 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 party of the first part therein. And the said B. F. Cowles hereby covenant and agree that at the delivery hereof he 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

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars with annual interest at seven per cent according to the terms of one certain promissory note this day executed and delivered by the said B. F. Cowles to the said party of the second part: which note reads as follows: Five years after date for value received I promise to pay Mrs. E. L. Johnson or order five hundred dollars with annual interest from the first day of April 1893 at seven per cent, paid principal may be paid at any time after two years at the option of the maker of this note 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 her 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 her 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 B. F. Cowles his heirs and assigns.

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

Signed and delivered in presence of

B. F. Cowles (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Illinois
Mercer County

Be it Remembered, That on this 21 day of March, A. D. 1893, before me James M. Brock, a Notary Public in and for said County and State, came B. F. Cowles

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 April 30 1896
Recorded April 17 A. D. 1893, at 4 o'clock P. M.

James M. Brock Notary Public.
James Brock Register of Deeds.

March 11, 1895
Received of B. F. Cowles the within named mortgage the sum of Five hundred & 00/100 Dollars in full satisfaction of the within mortgage.
New E. L. Johnson
Recorded March 11, 1895 at 2 o'clock P.M. James Brock Register of Deeds
The following is endorsed on original instrument.
#500.