

JOURNAL CO., LAWRENCE, KAN.

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage, I hereby release the same this 15th day of May 1895 by W. B. Spangler & W. B. Brownell

This Indenture, Made this 16th day of May in the year of our Lord one thousand eight hundred and ninety three between Isaac D. Cavy and Ellen A. Cavy his wife of Douglas in the County of Douglas and State of Kansas of the first part, and W. B. Spangler & W. B. Brownell of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 their 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 West half of the South East Quarter of Section Fifteen, except the land lying south of the Kawarusa river. Also the North East Quarter of the South East Quarter of said Section Fifteen all in Township Thirteen of Range Twenty

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Isaac D. Cavy & Ellen A. Cavy his wife 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 except a certain judgment lien of \$1445.75 to R. Dugden and a certain mortgage for \$700.00 Recorded in office of Register of Deeds of Douglas County in Book 16. of Mts at page 486

In consideration of full payment of the within mortgage, I hereby release the same this 15th day of May 1895 by W. B. Spangler & W. B. Brownell

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of one certain promissory note this day executed and delivered by the said Isaac D. Cavy & Ellen A. Cavy to the said parties of the second part:

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 their 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 their 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 Isaac D. Cavy 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

Isaac D. Cavy (SEAL.)Ellen A. Cavy (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 16th day of May, A. D. 1893, before me H. S. Benson, a Notary Public in and for said County and State, came Isaac D. Cavy & Ellen A. Cavy 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 January 18th 1895. H. S. Benson Notary Public.
 Recorded May 19th A. D. 1893, at 10²⁵ o'clock A.M.

James Brooks
 Register of Deeds.