

This Indenture, Made this 10th day of May in the year of our Lord one thousand eight hundred and ninety three between Justus Howell of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank W. Howell of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seventeen Hundred and Ninety two & 1/2 (1792.50) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 South Sixty Eight and one half (68 1/2) acres of that portion of the North east Quarter of Section thirteen (13) in Township twelve (12) of Range Eighteen (18) lying west of Lawrence and Seecompton Middle Road.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do 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

according to the terms of Five (5) certain promissory notes this day executed and delivered by the said Justus Howell to the said party of the second part: one for \$181 - one for \$197.25 - one for \$304.66 - one for \$531.25 and one for \$577.50 - amounting to One thousand seven hundred and Ninety two & 1/2 Dollars

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 J. Howell 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

Justus Howell

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10th day of May, A. D. 1893, before me John W. Dwope, a Notary Public in and for said County and State, came Justus Howell 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 25 1895

Recorded May 20 A. D. 1893, at 9¹⁰ o'clock A.M.

John W. Dwope

Notary Public

Douglas County

James Brooks

Register of Deeds

The following is entered on original instrument
The note herein described having been paid in full, this mortgage is hereby
released, and the lien thereby created discharged.
Witness my hand, this 30 day of June A.D. 1895.

Frank W. Howell

Recorded July 10. 1895 James Brooks Register of Deeds
J. W. Carman Deputy

