

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of June in the year of our Lord one thousand eight hundred and ninety three between Arthur C. Pontius and Mabel R. Pontius wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred 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 half (1/2) of the North West quarter (1/4) of North East quarter (1/4) Section Six (6) Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Arthur C. Pontius and Mabel R. Pontius 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 Four hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Arthur C. Pontius and Mabel R. Pontius to the said part of the second part: his heirs or assigns

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 Arthur C. Pontius heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Arthur C. Pontius

(SEAL.)

Mabel R. Pontius

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14 day of June, A. D. 1893, before me a Notary Public in and for said County and State, came Arthur C. Pontius and Mabel R. Pontius 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 April 28 1895

Recorded June 14 A. D. 1893, at 3 o'clock P. M.

John M. Newlin

Notary Public.

June Brooke

Register of Deeds.

The following is indorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged as entered my hand this 2nd day of May A. D. 1894
E. J. Parker

Recorded May 24 1894
June Brooke
Register of Deeds