

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Thirteenth 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 George E. Doane of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of seven hundred and sixty two $\frac{50}{100}$ 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 fractional quarter (1/4) of the North East fractional quarter (1/4) and the North half (1/2) of the South West quarter (1/4) all in Section Six (6) Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part us 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 Excepting One Mortgage for two hundred and twenty five Dollars, and One Mortgage for Four hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred and sixty two $\frac{50}{100}$ 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 us 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 part us 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 us 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 part us 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. NewlinArthur C. Pontius

(SEAL)

Mabel R. Pontius

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

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 - 1895Recorded June - 17 - 1893, at 1:15 o'clock P.M.John M. Newlin

Notary Public

James Brooke

Register of Deeds

The following is endorsed 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 witness my hand, this 21st day of May, A. D. 1894
George E. Doane

Recorded May 21st 1894
James Brooke
Register of Deeds

