

JOURNAL CO. LAWYER - KAN.

This Indenture, Made this 1st day of January in the year of our Lord one thousand eight hundred and ninety three between N. Y. Powell and Mary M. Powell his wife of Marion in the County of Douglas and State of Kansas of the first part, and L. M. Pingree & Adrianna R. Pingree his wife of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirty Seven Hundred (3700⁰⁰) 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: South West 1/4 Sec (2) Two Township (15) Fifteen Range (18) Eighteen, Being the same on which I now live, containing (160) One Hundred and sixty Acres be the same more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said N. Y. Powell & Mary M. 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

This grant is intended as a Mortgage to secure the payment of the sum of Thirty Seven Hundred Dollars (3700⁰⁰) according to the terms of six certain Promissory Notes this day executed and delivered by the said N. Y. Powell & Mary M. his wife 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 N. Y. Powell & wife or their heirs and assigns.

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

Signed and delivered in presence of

J. R. Mettler
M. H. Ulrich

N. Y. Powell
M. M. Powell

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3 day of July, A. D. 1893, before me M. H. Ulrich, J. P., a Notary-Public in and for said County and State, came N. Y. Powell, Mary M. Powell 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 18Recorded July 6 A. D. 1893, at 10³⁰ o'clock M.M. H. Ulrich J. P.

Notary Public

James Brooks
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.
Attest my hand, this 9 day of September, A. D. 1890-
Adrianna R. Pingree
L. M. Pingree

Recorded October 15th 1890

James Brooks
Register of Deeds