

This Indenture, Made this First day of August in the year of our Lord one thousand eight hundred and ninety three between Nicholas Gentry and Catherine Gentry his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and James McCreath of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 South West Quarter of the South West quarter of Section Number Fourteen 14 in Township Number Twelve 12 South of Range Number Nineteen 19 East, and containing Forty 40 acres 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 parties of the first part 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 Seven Hundred Dollars being part purchase money of above granted premises according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Said Note dated at Lawrence Kansas August 14 1893, and made payable on or before five years after date at the Watkins National Bank, with seven per cent interest per annum from date till paid, interest payable semi-annually, right reserved to make partial payments 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 parties of the first part their 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

J. H. Corse

Nicholas Gentry
Catherine Gentry

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this second day of August, A. D. 1893, before me J. H. Corse, a Notary Public in and for said County and State, came Nicholas Gentry and Catherine Gentry 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 16 1897

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

James Brooke

Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 10th day of April 1893.
James McCreath

Witness
James Brooke