

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this twenty first day of August in the year of our Lord one thousand eight hundred and ninety three between William E Green a single man of Jefferson in the County of Jefferson and State of Kansas of the first part, and N. D. Hoyt of Cambridge New York of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 East quarter (N. E. 1/4) of the North West quarter (N. W. 1/4) of Section number One (1) in Township number twelve (12) South of Range Number (19) West of the Sixth Principal Meridian, containing forty acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William E Green party of the first part doth hereby covenant and agree that at the delivery hereof he 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 Three hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said William E Green to the said party 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 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, appraisalment 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 William E Green 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

A. Y. Hager

William E Green

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21 day of August, A. D. 1893, before me A. Y. Hager, a Notary Public in and for said County and State, came William E Green

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 May - 22 - 1896

Recorded Aug - 22 - 1893, at 4²⁵ o'clock P - M.

A. Y. Hager

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the Original Instrument:
Rec from W. E. Green the sum of Three hundred and twenty four Dollars in full payment and satisfaction of the within mortgage. I hereby authorize the Register of Deeds to discharge the same of record.
Dated 29th August A. D. 1896
Recorded Sept. 11 1896

M. D. Hoyt

By Fred Brooks, Register of Deeds

