

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of September in the year of our Lord one thousand eight hundred and ninety Three between Hamilton I. Bell, a widower, of the City of Baldwin in the County of Douglas and State of Kansas of the first part, and E. K. Layne of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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: It is undivided six tenths (6/10) interest in the West half (1/2) of the North East quarter (1/4) of Section Number Thirty Three (33) in Township Number Fourteen (14) of Range Twenty (20) East of the 6th Principal Meridian in aforesaid County and State containing 80 acres more or less. This mortgage being intended to convey all the interest of the said Hamilton I. Bell in and to said land.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof he is 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 Five Hundred Dollars according to the terms of One certain Promissory note and coupons this day executed and delivered by the said Party of the first part to the said party of the second part: and payable in five years from the date hereof according to the terms of said note and coupons

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 her 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 her 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 Party of the first part, his heirs and assigns.

In Witness Whereof, The said party of the first part, he hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of
N. H. Beairs (SEAL.)
Hamilton I. Bell (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29th day of September, A. D. 1893, before me N. H. Beairs, a Notary Public in and for said County and State, came Hamilton I. Bell, a widower 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 11th April - 1896 N. H. Beairs Notary Public.
Recorded Oct 5 A. D. 1893, at 11³⁰ o'clock - M.
James Brooks Register of Deeds.

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the above this 31 day of March 1894
John. E. Blake

Recorded March 31, 1894
James Brooks
Register of Deeds

(For Assignment see Book 29 Page 79)

