

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this sixteenth day of October in the year of our Lord one thousand eight hundred and ninety three between Jane E. Norden and her husband L. J. Norden of Lawrence in the County of Douglas and State of Kansas of the first part, and M. H. Duncan of Lawrence Douglas Co. Kansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One thousand forty nine and 5/100 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: Beginning at a point nine (9) chains and sixty eight (68) links south of the North West corner of the North West quarter of Section One (1) Township thirteen (13) of Range nineteen (19) thence south nine (9) chains and thirty eight (38) links thence east forty (40) chains thence north four (4) chains and fifty one and one half links (51 1/2) thence West ten (10) chains thence north four (4) chains and thirty five (35) links thence West twenty five (25) links thence north fifty (50) links thence West twenty nine (29) chains and twenty five (25) links to the place of beginning containing thirty two and sixty two one hundred (32 62/100) acres more or less with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Jane E. Norden and her husband L. J. Norden 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 One thousand forty nine and 5/100 dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part: The said note being payable one year from date at eight per cent interest

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 and 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 and 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 Jane E. Norden her heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Jane E. Norden (SEAL.)
L. J. Norden (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of October, A. D. 1893, before me Register of Deeds, a Notary Public in and for said County and State, came Jane E. Norden and her husband L. J. Norden 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 189
Recorded Oct 16 A. D. 1893, at 11 o'clock AM.

James Brooks
Register of Deeds
James Brooks
Register of Deeds.

*The following is entered on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. Witness my hand, this 17 day of September A.D. 1901 -
M. H. Duncan
per Elizabeth Baillie his attorney in fact.*

*Recorded Sept 10-1901 -
M. H. Duncan
Register of Deeds -
By Willie H. Duncan
Deputy -*

