

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 22^d day of October in the year of our Lord one thousand eight hundred and ninety two between William Capps and his wife Minna Capps of Grant Tp in the County of Douglas and State of Kansas of the first part, and Frederika Wise of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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: The North East quarter of the North East quarter of Section Thirteen (13) Township Twelve (12) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Capps 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 except a mortgage of Two Thousand Dollars to George H. Now of even date hereof to which this is subject

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars two years after date with interest at seven per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said William Capps and Minna Capps his wife 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 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 William Capps his 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
Geo. H. Banks William Capps (SEAL.)
Mina Capps (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 22^d day of October, A. D. 1892, before me Geo. H. Banks, a Notary Public in and for said County and State, came William Capps and Minna Capps 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 Dec 17 1892 Geo. H. Banks Notary Public.
Recorded Nov 27 A. D. 1892, at 11 o'clock P. M.
James Brooks Register of Deeds.

The following was 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.
As Witness my hand this 13th day of February A.D. 1899
Frederika Wise

Recorded February 13 1899

U. J. Dorman
Register of Deeds
at
H. C. Fisher Deputy

