

JOURNAL 20, LAWRENCE, KAN.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and Ninety Two between David Keffner and Lydia Keffner his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Michael Keffner 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 West (1/2) half of South East (1/4) quarter of Section (19) Nineteen in Township (14) fourteen of Range (19) Nineteen East of the (6) Sixth G. M. containing (80) Eighty Acres, more or less according to the government survey

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David Keffner and Lydia do hereby covenant and agree that at the delivery hereof they are 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 Seven Hundred Dollars, payable five years after date interest at five% according to the terms of one certain Promissory Note this day executed and delivered by the said Parties of the first part 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, 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 or their heirs and assigns.

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

Signed and delivered in presence of

Wm MesenhimerDavid Keffner

(SEAL)

Lydia Keffner

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1 day of March, A. D. 1892, before me Wm Mesenhimer, a Notary Public in and for said County and State, came David Keffner, Lydia Keffner, Husband and 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 July 27 1893Recorded Dec 1 A. D. 1893, at 7 o'clock P-M.Wm Mesenhimer

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 25th day of October 1907

Chas Warner, formerly Executor of the Estate of Michael Keffner. Deceased.
(For Affidavit See Book 80 Page 378)

Arthur C. W. Armstrong,
Register of Deeds.

