

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twenty fourth day of November in the year of our Lord one thousand eight hundred and ninety three between Abi Darnold and husband J. B. Darnold of Vidcon O.O. in the County of Douglas and State of Kansas of the first part, and John L. Kilworth of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred seventy six (\$476.00) 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 sixty (60) acres of the north east quarter of section thirty two (32) township thirteen (13) range nineteen (19) The east half of the northwest quarter of section thirty two (32) township thirteen (13) 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 parties of the first part 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 except a mortgage of \$3,000.00 given to Mrs Crozier Apr. 2. 1888.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred seventy six (\$476.00) Dollars according to the terms of a 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 Abi Darnold and husband J. B. Darnold, their heirs and assigns. Mortgagors reserve the privilege of paying above note with the accrued interest, at any time without notice. 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

Abi Darnold  
J. B. Darnold

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 7<sup>th</sup> day of December, A. D. 1893, before me H. B. Bowen, Justice of the Peace, a Notary Public in and for said County and State, came Abi Darnold and husband J. B. Darnold 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 18Recorded Dec 11 A. D. 1893, at 5 o'clock P. M.H. B. Bowen Justice of the Peace

Notary Public.

James Brooks

Register of Deeds.

This following is recorded on the original instrument  
The note herein described having been paid in full, the mortgage  
is hereby released and the lien thereby created discharged  
As witness my hand this 5th day of May A.D. 1897  
John L. Kilworth

Recorded May 10th 1897

James Brooks, Secy