

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of February in the year of our Lord one thousand eight hundred and ninety four between Robert H Walte and Ida Walte (wife) of Gideon in the County of Douglas and State of Kansas of the first part, and Sarah L Monroe of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 South West quarter (1/4) of the North West quarter (1/4) of Section Four (4) Township Fourteen (14) 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 Robert H. Walte and Ida Walte do hereby covenant and agree that at the delivery hereof they the lawful owner(s) of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances The House Insured in favor of Mortgage in sum of Two hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said Robert H. Walte and Ida Walte to the said party of the second part her heirs and assigns

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 part of the second part 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 Robert H. Walte 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
John M Hewlin
Robert H Walte (SEAL.)
Ida Walte (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 28 day of February, A. D. 1894, before me John M Hewlin, a Notary Public in and for said County and State, came Robert H Walte and Ida Walte to me personally known to be the same person(s) 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 April 28 1895
Recorded February 28th A. D. 1894, at 5:00 o'clock P. M.
John M Hewlin Notary Public.
James Brooks Register of Deeds.

The following is abstract of an original instrument
The note herein described having been paid in full this mortgage
is hereby released and the loan thereby created discharged
As Witness my hand this 28th day of April A.D. 1894
Sarah L Monroe

Recorded April 28th 1894

LB

This mortgage being recorded has been fully paid and the mortgage is now discharged