

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 4th day of May in the year of our Lord one thousand eight hundred and ninety three between Seymour J. Stilson of _____ in the County of Douglas and State of Kansas of the first part, and Martin W. Metcher of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: commencing at the North West corner of the South East quarter of the South East quarter of Section No Two (2) in Township No Fourteen (14) South, of Range No Eighteen (18) East of the 6th P.M. thence running South to intersection with the center line of Lawrence and Main road (so called) being road numbered 20 and 21 in record kept in the office of the County Clerk in and for said County re-established by County Commissioners on April 18th, 1893 thence North Easterly with the center line of said road to intersection with North line of said S.E. 1/4 Sec. 2 thence West on said North line to place of beginning

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth 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 and that he will warrant and defend the same in the quiet and peaceable possession of said party of second part, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty dollars being purchase money of above described premises according to the terms of One certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part due on or before five years from date with interest from date to maturity at the rate of eight percent per annum payable annually and interest after maturity at the rate of ten percent per annum until fully paid 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 party of the first part heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Seymour J. Stilson (SEAL.)
Sarah E. Stilson (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this fourth day of October, A. D. 1893, before me S. Greel Justice of the Peace, a Notary Public in and for said County and State, came Seymour J. Stilson and Sarah E. Stilson 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 18
 Recorded March 3rd A. D. 1894, at 2:26 o'clock P. M.

S. Greel, Jr. P. Notary Public.
John Brooks Register of Deeds.

The following is indorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released, and the file thereto created discharged.
 As witness my hand, this 3rd day of December 1894
Martin W. Metcher

Recorded December 30th 1894
John Brooks