

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 22^d day of March in the year of our Lord one thousand eight hundred and ninety four between James A. Deay and Rosa B. Deay husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and Mary J. Nelson of Bloomington Ill of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 East half of the South West quarter of Section One (1) in Township Twelfth (12) of Range Twenty (20) excepting one acre of land in a square form in the south east corner of said tract on which is erected a stone school house

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James A. Deay 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

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars five years after date with interest payable annually at the rate of six percent per annum according to the terms of one certain promissory note this day executed and delivered by the said James A. Deay to the said party of the second part: it being agreed that said Deay may pay on the principal of said note when annual interest falls due, in sums of \$100. or any multiple thereof

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 James A. Deay his 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

Geo. A. Banks

James A. Deay (SEAL.)

Rosa B. Deay (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 22^d day of March, A. D. 1894, before me Geo. A. Banks, a Notary Public in and for said County and State, came James A. Deay & Rosa B. 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 1 1896

Recorded March 22 A. D. 1894, at 11 o'clock A.M.

Geo. A. Banks

Notary Public.

James Brooks
Register of Deeds

The following is indicated under original instrument
The note herein described having been paid in full this day
is hereby acknowledged and the lien hereby created discharged
As Witness my hand this 17th day of March A.D. 1894
Geo. A. Banks

L. J. Morrison Register of Deeds

Recorded March 17, 1894

(For Assignment see Book 29 Page 235)

