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The following is addressed on the original instrument.
 For and consideration of six hundred dollars, the receipt of which is acknowledged I hereby release the South East
 acknowledge I hereby release the South East
 quarter of Section Thirty four Township Range Twenty
 giving the least forty acres of the land described in the mortgage herein
 recorded to said Mortgagee except said forty acres due February 1st 1916
 to Delia A. Phillips
 by R. P. Phillips Son in law
 Received Dec 11th 1911
 L. J. Lawrence, Register of Deeds of Douglas County
 State of Kansas

This Indenture, Made this 1 day of May in the year of our Lord one thousand eight hundred and ninety four between

of Lawrence in the County of Douglas and State of Kansas
 of the first part, and of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Thousand (\$2000) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: South East Quarter of Section No Thirty One (30) Township No Fourteen (14) South of Range No Twenty (20) East of the Sixth Principal Meridian.

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 second 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

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars (\$2000)

according to the terms of One certain Note this day executed and delivered by the said party of the second 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 party of the second part his heirs and assigns.

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

Signed and delivered in presence of

Charles N. Phillips

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, { ss.
 County of Douglas

Be it Remembered, That on this 10 day of May, A. D. 1894, before me L. J. Steele, a Notary Public in and for said County and State, came Charles N. Phillips (unmarried) to me personally known to be the same person 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 JUNE 18 1894

Recorded May 10 A. D. 1894, at 9th o'clock M.

L. J. Steele

Notary Public

JAMES BROOKS
 Register of Deeds
 State of Kansas