

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this First day of June in the year of our Lord one thousand eight hundred and ninety four between N. E. Harding an unmarried man of Marion Township in the County of Douglas and State of Kansas of the first part, and The Merchants Loan & Savings Bank of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his 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 of the North East quarter of Section No. Eleven (11) in Township No. Fourteen (14) of Range No. Seventeen (17) containing forty (40) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said N. E. Harding 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 Three hundred and fifty dollars according to the terms of one certain Mortgage note & coupons this day executed and delivered by the said N. E. Harding and on N. D. Harding to the said party of the second part: due and payable three years after date with interest at Eight per cent per annum payable semi annually at ten per cent per annum after maturity or in case of any default. 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 successors 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 successors 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 N. E. Harding 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

N. E. Harding (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this First day of June, A. D. 1894, before me Joseph E. Riggs, a Notary Public in and for said County and State, came N. E. Harding an unmarried man 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 May 2^d 1896
Recorded June 1 A. D. 1894, at 11 o'clock A. M.

Joseph E. Riggs Notary Public.
James Brooks Register of Deeds.

The following is understood Original Instrument
The note herein described having been paid in full, this mortgage is
hereby released and the lien thereby created is discharged.
Witness my hand this 31st day of May A. D. 1897.
By A. Wood, Cashier
The Merchants Loan & Savings Bank
Confidential
Recorded May 31 1897
Dep. Secy of Deeds

