

JOURNAL OF THE PUBLIC LANDS

This Indenture, Made this 1<sup>st</sup> day of May in the year of our Lord one thousand eight hundred and Ninety Four between Mrs Eliza Conger Widow of Eudora in the County of Douglas and State of Kansas of the first part, and Bill T. Daugherty of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred DOLLARS, to her 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 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 West half of the North East Quarter (1/4) of the North West Quarter (1/4) of Section Twenty Eight (28) Township Thirteen (13) Range Twenty One (21) containing Twenty (20) 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 Eliza Conger hereby covenant and agree that at the delivery hereof she 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 One Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Eliza Conger to the said party of the second part: payable on or before Three years from date interest 8 per cent per annum till 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 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 Eliza Conger heirs and assigns.

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

Signed and delivered in presence of

Eliza Conger

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 5<sup>th</sup> day of May, A. D. 1894, before me A. T. Richards, a Notary Public in and for said County and State, came Eliza Conger Widow

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 March 29 1898Recorded June 6 A. D. 1894, at 7<sup>55</sup> o'clock P. M.A. T. Richards

Notary Public

James Brooks  
Register of Deeds

The following is notated on the original instrument  
The Notes herein described having been paid in full this Mortgage  
is hereby released, and the lien hereby created is discharged  
As Witness my hand this 14 day of Sept. A.D. 1897  
Bill T. Daugherty  
Recorded Feb 2nd 1898

(L.I.)