

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fourth day of July in the year of our Lord one thousand eight hundred and ninety four between M. F. Cearfoss and Jennie R. Cearfoss (wife) of Mellow Springs in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Six 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 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: The South One third (1/3) of North half (1/2) of the South East quarter (1/4) of North West quarter (1/4) of Section Ten (10) Township Fourteen (14) Range Nine (9) T14S R9E begin at the North West Corner of said South half (1/2) of North half (1/2) of South East quarter (1/4) of said North West quarter (1/4) Section Ten (10) East twelve (12) rods and fourteen (14) links southeasterly following a stone wall to the South line of said described land to a point twenty (20) rods East of the South West corner thereof Twenty rods North Thirteen and third (13 1/3) rods to beginning Five (5) acres more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said M. F. Cearfoss and Jennie R. Cearfoss hereby covenant and agree that at the delivery hereof they as the lawful owners 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 Six hundred Dollars according to the terms of One certain Note for Six Coupons this day executed and delivered by the M. F. Cearfoss and Jennie R. Cearfoss to the said party of the second part: his heirs or assigns

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 M. F. Cearfoss heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha— hereunto set hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

M. F. Cearfoss

(SEAL.)

Jennie R. Cearfoss

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24 day of July, A. D. 1894, before me John M. Newlin a Notary Public in and for said County and State, came M. F. Cearfoss and Jennie R. Cearfoss 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 April 28 1895

John M. Newlin

Notary Public.

Recorded July 26 A. D. 1894, at 10:30 o'clock— M.

James Brooke

Register of Deeds.

The following is endorsed on Original Instrument
The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.

Attest: E. J. Parker
R. D. Mason
Recorded June 13th 1896

James Brooke

James Brooke, Deputy Register of Deeds