

JOURNAL CO., LAWRENCE, KAN.

Dec. 9, 1903, I, Adeline Hamor, Clerk District Court of Douglas County, Kansas, certify that on  
 May 3, 1898, there was a judgment in foreclosure rendered by the District Court in and for said  
 County, in the case of Emily O. Governor vs. Griffith Dawson, Belle Dawson and James M. Douglas, which  
 judgment is recorded in Journal "H." on page 378. Adeline Hamor, Clerk District Court.

This Indenture, Made this fifteenth day of August in the year of our  
 Lord one thousand eight hundred and ninety four between  
N. B. Van Horn and his wife Milda F. Van Horn  
 of Marion in the County of Douglas and State of Kansas  
 of the first part, and Emily O. Governor  
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of  
Nine 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 South half of the South west quarter of Section  
No One (1) in Township No Thirteen (13) of Range No Eighteen (18)  
Permission is given the said N. B. Van Horn to pay this mortgage or any part  
of the same not less than One hundred dollars at any interest payment after  
one year

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
N. B. Van Horn  
 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—  
Nine hundred dollars and interest thereon  
 according to the terms of One certain Note this day executed and delivered by the  
 said N. B. Van Horn and Milda F. Van Horn 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 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 N. B. Van Horn his  
 heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first  
 above written.

Signed and delivered in presence of

N. B. Van Horn (SEAL.)

Milda F. Van Horn (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

Be it Remembered, That on this 15 day of Aug, A. D. 1894, before me  
F. D. Brooks, a Notary Public in and for said County and  
 State, came N. B. Van Horn and Milda F. Van Horn 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 April 6 1896

Recorded Aug 15 A. D. 1894, at 7<sup>30</sup> o'clock P. M.

Notary Public.

Register of Deeds.



F. D. Brooks  
James Brooks