

JOURNAL CO. LAWRENCE, KAN.

Dec. 9, 1903, I, Adeline Hanson, 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 P. Grovner vs. Griffith Dodson, Belle Dodson, and James M. Douglas, which judgment is recorded in Journal "A" on page 378. Adeline Hanson, 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 James M. Douglas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred and fifty 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 half of the South West quarter of Section No One (1) in Township No. Thirteen (13) of Range No Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party 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 except one mortgage of Nine hundred dollars payable to Emily P. Grovner and dated Aug 15th 1894

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred + fifty according to the terms of Two certain Notes this day executed and delivered by the said N. B. Van Horn + 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 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 N. B. Van Horn his heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hands 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, } ss.
County of Douglas

Be it Remembered, That on this 15th day of August, A. D. 1894, before me N. R. Churchill a Notary Public in and for said County and State, came N. B. Van Horn Milda F. Van Horn 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 January 16 1896 N. R. Churchill Notary Public.
Recorded Aug 16 A. D. 1894, at 9³⁰ o'clock A. M. James Brooks Register of Deeds.