

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of August in the year of our Lord one thousand eight hundred and ninety four between William N. Williams and Rebecca J. Williams (Wife) of Osco 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 parties of the first part in consideration of the sum of Three hundred forty two and 00/100 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 North half (1/2) of the North East quarter (1/4) of Section Ninety (19) less a strip in the North West Corner thereof fifty two rods East and West and seven rods North and South, also the West half (1/2) of the South West quarter of Section Ninety (19) less a strip on the North End thereof twenty two (22) rods North and South and Eighty (80) rods East and West. Also Begin at the North West Corner of the North West quarter (1/4) of Section Twenty (20) thence running South Eighty (80) rods thence East forty five (45) rods to a branch thence North, along said branch to the North line of said Section thence West Sixty Six (66) rods to the place of beginning. All in Township 14 North, Range 6 West, East of the Sixth P.M. containing in all 177 Acs. with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

William N. Williams and Rebecca J. Williams do hereby covenant and agree that at the delivery hereof they are 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 Excepting one Mortgage of Seventeen hundred Dollars dated December 11<sup>th</sup> 1891 for five years

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and forty two and 00/100 Dollars according to the terms of One certain Note this day executed and delivered by the said William N. Williams and Rebecca J. Williams 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 William N. Williams heirs and assigns.

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

Signed and delivered in presence of

W. N. Williams (SEAL.)R. J. Williams (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 20 day of August, A. D. 1894, before me a Justice of the Peace, a Notary Public in and for said County and State, came W. N. Williams and his wife R. J. Williams 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 18Recorded Aug 27 A. D. 1894, at 3<sup>45</sup> o'clock P.M.M. H. UlrichJustice of the Peace

Notary Public

James Brooks  
Register of Deeds.

The following is indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created, discharged.  
As witness my hand, this 6 day of May, A.D. 1895.

Recorded May 6<sup>th</sup> 1895  
James Brooks  
Register of Deeds