

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this sixth day of September in the year of our Lord one thousand eight hundred and ninety Four between Robert Mitchell a Single Man of Sigel in the County of Douglas and State of Kansas of the first part, and William E. Martin of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred and Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 East half of the South West Quarter of Section No Nineteen (19) Township No Thirteen (13) South of Range No Nineteen (19) East of 6th PM. Kansas 80 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

Robert Mitchell 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 a mortgage Recorded 6 pg. 51

This grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred and Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Robert Mitchell to the said party of the second part: Payable on or before three years with interest at rate of 9% per annum payable semi annually

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 Robert Mitchell heirs and assigns.

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

Signed and delivered in presence of

Robert Mitchell (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6 day of September, A. D. 1894, before me L. I. Steele, a Notary Public in and for said County and State, came Robert Mitchell who represents himself unmarried 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 June 18 1898

Recorded Sept 6 A. D. 1894, at 3¹⁵ o'clock P M.

Notary Public.

James Brooke
Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien hereby created discharged.
As witness my hand this 2 day of March A.D. 1897
William E. Martin

Recorded March 2nd 1897
James Brooke
Register of Deeds

