

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Fourth day of September in the year of our Lord one thousand eight hundred and ninety four between Michael Roller wife Anna M. Roller of Kanawaka in the County of Douglas and State of Kansas of the first part, and L. H. Edson of Clinton said County of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred & 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 North East Quarter of Section Eleven (11) Township Thirteen (13) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Michael & Anna M. Roller 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty dollars according to the terms of one certain Promissory Note this day executed and delivered by the said Michael Roller to the said party of the second part: To-wit: "Belvoir Sept 4, 1894 Three years from date for value received I promise to pay L. H. Edson or order two hundred & fifty dollars with interest at 8 per cent per annum, interest payable 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Michael & Anna M. Roller their heirs and assigns.

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

Signed and delivered in presence of

Albert NeeseMichael Roller

(SEAL.)

Anna M. Roller

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Shawnee

Be it Remembered, That on this 7th day of Sept, A. D. 1894, before me Albert Neese, a Notary Public in and for said County and State, came Michael Roller and Anna M. Roller husband and wife 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 21 1898Recorded Sept 10 A. D. 1894, at 5 o'clock P. M.Albert Neese

Notary Public.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage
Shereby release the same this 22 day of Sept 1897 L. H. Edson

Frederick Brooks
Deputy Register of Deeds