

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety four between Jacob Chrowel and Elizabeth Chrowel his wife of the 1<sup>st</sup> of Makamua in the County of Douglas and State of Kansas of the first part, and Margaret Gray of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Five 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 us 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 thirty six (36) in Township thirteen (13) of Range thirteen (13) in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Five Hundred Dollars according to the terms of Two certain Promissory Notes this day executed and delivered by the said Parties of the 1<sup>st</sup> Part to the said party of the second part: \$400.00 payable in six months and \$100.00 payable in twelve months to order of party of second part with interest at 8% from date.

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 us 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 us 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Parties of the 1<sup>st</sup> Part then 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

Hugh Blair  
Jennie Hall

Jacob Chrowel  
Elizabeth Chrowel

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 13<sup>th</sup> day of December, A. D. 1894, before me, Hugh Blair, a Notary Public in and for said County and State, came Jacob Chrowel and Elizabeth Chrowel 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 28<sup>th</sup> Dec 1897Recorded Dec 13 A. D. 1894 at 5<sup>10</sup> o'clock P M.

Notary Public.

Hugh Blair  
James Brooks

Register of Deeds.

The following was 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  
At Witness my hand this 4<sup>th</sup> day of February A.D. 1899

Recorded Feb. 4<sup>th</sup> 1899

Attest  
Percy Blair  
by Christa Hachison her attorney in fact