

This Indenture, Made this 15th day of Oct in the year of our Lord one thousand eight hundred and ninety four between J. M. Preston & Mattie F. Preston his wife of Douglas in the County of Douglas and State of Kansas of the first part, and J. D. Bowerock of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty Seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties 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 N 1/4 Section 11 N. R. 1/4 Section 12 all in town 15 range 18 The above land heretofore deeded to E. X. Gordon, said deed to Gordon being intended as a mortgage to secure the sum of about \$5000

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. M. & Mattie F. Preston do hereby covenant and agree that at the delivery hereof they are 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 prior incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of 4700⁰⁰ \$ according to the terms of a certain note this day executed and delivered by the said J. M. & Mattie F. Preston 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 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 J. M. & Mattie F. Preston their 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

Geo. J. Barker

J. M. Preston

(SEAL.)

Mattie F. Preston

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15 day of Oct, A. D. 1895, before me, Walter L. Howe, a Notary Public in and for said County and State, came J. M. Preston and Mattie F. Preston his 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 February 5 1899 Walter L. Howe Notary Public.
Recorded Oct 15 A. D. 1895 at 11³⁰ o'clock A. M.

James Brooks
Register of Deeds.

(For Release see Book 29 Page 527)