

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety Six between Henry C. Patterson and Retta C. Patterson wife of Lawrence in the County of Douglas and State of Kansas of the first part, and N. L. Steels of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of Thirty seven Hundred and red 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 No. Seven (7) in Township No. Thirteen (13) South of Range No. Nineteen (19) East, and Beginning at the North East corner of the South East quarter of section No. Seven (7) in Township No. Thirteen (13) South of Range No. Nineteen (19) East thence running South Eighty (80) rods, thence West One hundred and six and two thirds (106 2/3) rods, thence North Eighty (80) rods, thence East One hundred and six and two thirds (106 2/3) rods to beginning, also the West Two (2) acres of the North East quarter of the South East quarter of section No. Twelve (12) in Township No. Thirteen (13) South of Range No. Eighteen (18) East. with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Henry C. Patterson and Retta C. Patterson 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 Thirty seven Hundred Dollars according to the terms of Four certain Promissory Notes this day executed and delivered by the said Henry C. Patterson and Retta C. Patterson to the said part 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 part y 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 part y 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 part y making such sale on demand to the said Henry C. Patterson and Retta C. Patterson heirs and assigns.

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

Signed and delivered in presence of

Henry C. Patterson (SEAL.)  
Retta C. Patterson (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 12 day of March, A. D. 1896, before me, L. S. Steele, a Notary Public in and for said County and State, came Henry C. Patterson and Retta C. Patterson 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. L. S. Steele  
 Recorded March 13 A. D. 1896 at 11 o'clock P. M. Notary Public.

James Brooks  
 Register of Deeds.

The following is indicated on Original Indenture:  
 The Note herein described having been paid in full this mortgage is hereby released and the same hereby created discharged.  
 At Witness my hand this 20 day of October A.D. 1897.  
J. S. Bowersock

Recorded Dec 23, 1897, By James Brooks Register of Deeds

For Assignment See my Book 33 Page 57.