

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this the Tenth day of May in the year of our Lord one thousand eight hundred and ninety six between A. M. Maberly and Ruth Maberly (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Leonora Ricker of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of One 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 her 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: Commencing at the North West Corner of the North West quarter (1/4) of Section twenty four (24) Township Thirteen (13) Range twenty (20) thence East One hundred (100) rods South One hundred and sixty (160) rods West twenty (20) rods thence North forty (40) rods thence West Eighty (80) rods thence North sixty (60) rods to beginning

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said A. M. Maberly and Ruth Maberly 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 One hundred Dollars according to the terms of One certain Note and eight Coupons this day executed and delivered by the said A. M. Maberly and Ruth Maberly to the said party her heirs or assigns 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 us 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, appraisal hereby waived or not at the option of the part 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 us making such sale on demand to the said A. M. Maberly 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

John M. Newlin

A. M. Maberly
Ruth Maberly

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11th day of May, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came A. M. Maberly and Ruth Maberly

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 April 28 1899Recorded May 16 A. D. 1896 at 11³⁰ o'clock A. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 4th day of Oct 1896.

Leonora S. Ricker Hollingsberg
formerly Leonora S. Ricker

Attest: William Henry
Register of Deeds.

For Affidavit see Book 140 page 174

Money paid May 1906