

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and ninety seven between Nathan Horrell & Sallie E. Horrell husband and wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Charles Robacker, of Salem, Edwards County, Ills. of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred and Ninety & 00/100 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 One half (1/2) of the South East quarter (1/4) Township Fourteen (14) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nathan Horrell & Sallie E. Horrell his wife 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 a mortgage of \$600 payable in 1899, payable to Chas. Robacker

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred and Ninety & 00/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Nathan Horrell and wife to the said party of the second part: Due and payable Seven (7) years from date of April 1st 1897 with interest thereon at the rate of 7 percent per annum 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 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 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

A. E. Tidder

Nathan Horrell (SEAL.)

Sallie E. Horrell (SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 1st day of April, A. D. 1897, before me, A. E. Tidder, a Notary Public in and for said County and State, came Nathan Horrell and Sallie E. Horrell, husband and 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 July 9th 1898

A. E. Tidder

Notary Public.

Recorded April 29 A. D. 1897, at 8 o'clock A.M.

James Brooks
Register of Deeds.