

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of October in the year of our Lord one thousand eight hundred and ninety three between A. Dreyer and Elizabeth Dreyer (wife) of Big Springs in the County of Douglas and State of Kansas of the first part, and Wm. Henry of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 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: That west half (1/2) of the south west quarter (1/4) of section Twelve (12) Township Twelve (12) Range Second (12) A. of 6th P. M. except being 15 Rods north of south west corner of said section East 22 Rods North 14 1/2 Rods west 22 Rods South 14 1/2 Rods to beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. Dreyer and Elizabeth Dreyer 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 Six hundred Dollars according to the terms of and certain Notes this day executed and delivered by the said A. Dreyer and Elizabeth Dreyer to the said party of the second part: his heirs or assigns

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 part of the second part 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said A. Dreyer, his heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 3rd day of October, A. D. 1897, before me, John W. Newlin, a Notary Public in and for said county and State, came A. Dreyer and Elizabeth Dreyer 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 April 13 1903 John W. Newlin  
Recorded Oct 4 A. D. 1897, at 11 o'clock A. M. Notary Public.

G. E. Foxman  
Register of Deeds.

The following is enclosed 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 29th day of May 1901 - Wm. Henry

Recorded June 27th 1901 -  
G. E. Foxman  
Register of Deeds -  
By DeWitt B. Foxman - Deputy

