

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Seventh day of October in the year of our Lord one thousand eight hundred and ninety nine between John M. Newlin and R. E. Newlin (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and The Lawrence National Bank of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Fifteen 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 part of the second part their 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 west half (1/2) of the north east quarter (1/4) of section Eleven (11) Township Fourteen (14) South of Range Eighteen (18) East of 6 P.M. 180 acres more or less also 60 acres off the west side of the north east fractional quarter (1/4) of section Two (2) Township Fourteen (14) South of Range Eighteen (18) East of 6 P.M. 180 acres being more particularly described as follows: Commencing at the north west corner of said north east fractional quarter (1/4) of section Two (2) running thence south to the south west corner of said quarter (1/4) of section Two (2) thence east 1/2 mile to a stone thence north parallel with the west line of said quarter (1/4) of section Two (2) thence west 1/2 mile to the place of beginning with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John M. Newlin and R. E. Newlin 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 Fifteen hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said John M. Newlin to the said part of the second part: their 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 part of the second part their 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 their 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 John M. Newlin heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 8 day of November, A. D. 1897, before me, a Notary Public in and for said county and State, came John M. Newlin and R. E. Newlin (wife) to me personally known to be the same person S 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 20, 1900 J. S. Stahl Notary Public.
Recorded Nov 9 A. D. 1897, at 12:05 o'clock P. M. Lawrence, Kansas

H. A. Dorman Register of Deeds.

(For release see Book 48 Page 160)

