

**This Indenture**, Made this Twenty sixth day of February in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Lucinda Caswell and Andrew J. Caswell (her husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Hora S. Ellis of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Three 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: Part of north west quarter (1/4) of south west quarter (1/4) of section Ten (10) Township Thirtien (13) Range Twenty (20), bounded at south west corner of quarter (1/4) section Thence east eighty five (85) rods north seventy five (75) rods west sixty and a half (61 1/2) rods south to a point east of south east corner of said lot No. Twenty (20) in the town of Franklin, Thence in a west direction along the south line of said lot to the west line of the above described quarter (1/4) section Thence south to place of beginning containing Thirty six (36) Acres more or less. with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lucinda Caswell and Andrew J. Caswell 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.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Lucinda Caswell and Andrew J. Caswell to the said party of the second part her 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 her 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 her 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 of the first part making such sale on demand to the said Lucinda Caswell her 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.

*Sealed*  
Signed and delivered in presence of

A. F. Hiley

Lucinda Caswell (SEAL)

Andrew J. Caswell (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Johnson } SS.

**Be it Remembered**, That on this 1st day of March, A. D. 1890, before me, A. F. Hiley, a Notary Public in and for said county and State, came Lucinda Caswell and Andrew J. Caswell her husband 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires March 18 1902 A. F. Hiley Notary Public.

Recorded March 5 A. D. 1890, at 4 o'clock P. M.

H. S. Doxman  
Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 21st day of October, A. D. 1902.

Mary Caswell

Recorded Oct 24 1902  
Hoyd of Lawrence  
Register of Deeds

For Assignment see Book 39 Page 620