

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Eight day of March in the year of our Lord one thousand eight hundred and ninety between John Henry Macel and wife Florence O. Macel of Medina in the County of Douglas and State of Kansas of the first part, and Martin Dwyer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: The south fourth (1/4) of the one half (1/2) of the north west quarter 14 sec. fourteen 14 Township 15 Range 11 containing Twenty 20 Acres more or less, described as follows, commencing forty 40 rods east of the north west corner of sec. fourteen 14. Thence running east forty 40 rods, Thence south eighty 80 rods, Thence north eighty 80 rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Henry Macel and wife Florence O. Macel 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 Two hundred Dollars according to the terms of One certain Note this day executed and delivered by the said John Henry Macel and wife Florence O. Macel to the said parties of the second part: Martin Dwyer, Due in Two years from this date

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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part les making such sale on demand to the said John Henry Macel and wife 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  
J. A. Halliday  
STATE OF KANSAS, } SS.  
County of Douglas

John Henry Macel (SEAL.)  
Florence O. Macel (SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 8 day of March, A. D. 1890, before me, J. A. Halliday, a Notary Public in and for said county and State, came John Henry Macel and wife Florence O. Macel 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 Aug. 2nd 1901  
Recorded March 9th A. D. 1890, at 8 o'clock A. M.  
J. A. Halliday Notary Public  
G. A. Doorman Register of Deeds.

The following is inclosed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien hereby created discharged  
As witness my hand this 25 day of November A. D. 1902  
Attest  
WM Clark witness  
G. A. Doorman Register of Deeds

Recorded Nov 26 1902  
G. A. Doorman Register of Deeds

