JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Third day of February in the year of our Lord ~~one thousand eight hundred and ninety~~ nineteen hundred between Eliza Jane Jay and Henry C. Jay (husband) and Ella Jay (single) of Lawrence in the County of Douglas and State of Kansas of the first part, and D. H. Henley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 half (½) of the north east quarter (¼) of section No. Nineteen (19) less a strip in the north west corner thereof fifty two (52) rods east and west and seven (7) rods north and south also the west half (½) of the south west quarter (¼) of section No. seventeen (17) less a strip on the north end thereof Twenty two (22) rods north and south and eighty (80) rods east and west also the following Beginning at the north west corner of the north west quarter (¼) of section No. Twenty (20) thence south eighty (80) rods east forty five (40) rods to a branch thence northerly along said branch to the north line of said section thence west seventy six (76) rods to beginning all in Township Fourteen (14) Range (19) containing 177 acres also begin at a point at the south east cor. of south east quarter (¼) of section eighteen (18) Township fourteen (14) Range eighteen (18) thence north forty (40) rods west eighteen (18) rods south forty (40) rods east eighteen (18) rods to beginning containing four and half (4½) acres with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Eliza Jane Jay Henry C. Jay and Ella Jay 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 Thousand Dollars according to the terms of One certain Note and Ten Coupons this day executed and delivered by the said Eliza Jane Jay Henry C. Jay and Ella Jay 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 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 Eliza Jane and Ella Jay, their heirs and assigns.

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

Signed and delivered in presence of

Rev. Stamps 75¢

Eliza Jane Jay (SEAL.)
Henry C. Jay (SEAL.)
Ella Jay (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

L. S.

Be it Remembered, That on this 26th day of February, A. D. 1900, before me, John M. Newlin, a Notary Public in and for said county and State, came Eliza Jane Jay Henry C. Jay and Ella Jay 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 subscribed my name ~~set my hand and~~ affixed my official seal on the day and year last above written.

My commission expires April 13th 1903. John M. Newlin
Notary Public.

Recorded March 9th A. D. 1900, at 11 20 o'clock A. M.

G. F. Doxman
Register of Deeds.

The following is endorsed on original instrument
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
D. H. Henley
by A. Henley Atty in fact.

Recorded March 7th 1903
A W Armstrong
Register of Deeds
By J. C. Lowman
Deputy