

JOURNAL OF, LAWRENCE, KAN.

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and ninety one hundred between William R. Mc Carty and Rachel J. Mc Carty his wife of Decatur in the County of Douglas and State of Kansas of the first part, and Eggie Mc Rigger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirty seven hundred (\$700) 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: All of the south west quarter, the west half of the south east quarter, the north east quarter of the south east quarter and the west half (30) acres of the south east quarter of the south east quarter of section eleven (11) Township Twelve (12) Range eighteen (18) Containing 310 Acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William R. Mc Carty and Rachel J. Mc Carty his wife 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 Thirty seven hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said William R. Mc Carty and Rachel J. Mc Carty his wife to the said party of the second part: at Lawrence Kansas.

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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said party of the first part, ha hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Rev. Stamp \$1.50.

William R. Mc Carty (SEAL.)

Rachel J. Mc Carty (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 1st day of April, A. D. 1900, before me, Alfred Whitman, a Notary Public in and for said county and State, came William R. Mc Carty and Rachel J. Mc Carty his wife 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 Jan'y 14 1903 Alfred Whitman Notary Public.

Recorded April 20 A. D. 1900, at 11 o'clock A.M.

L. D. Doxman Register of Deeds.

The following is endorsed on the original instrument -
The note herein presented having been paid in full
this mortgage is hereby released and the lien thereby
created is changed. At witness my hand this 1st day of
Feb. 20. 1904.
Eggie Mc Rigger.

Recorded Feb. 19th 1904.
J. W. Whitman
Register of Deeds.

