

JOURNAL OF LAW, MEDICAL, ETC.

This Indenture, Made this 18 day of April in the year of our Lord one thousand eight hundred and ninety Twelve hundred, between Walter S. Payne and Minna C. Payne of Lawrence in the County of Douglas and State of Kansas of the first part, and J. D. Bowersock of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve hundred (12.00) 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: Begin one hundred ninety six (196) feet south of the north west corner of the northeast quarter (1/4) of sec. twenty two (22) Township Thirteen (13) Range eighteen (18) thence south seven hundred eighty two (782) feet east two thousand and twenty six (2026) feet north seven hundred eighty two (782) feet west two thousand and twenty six (2026) feet to beginning in the north east quarter (1/4) of sec. 22 Twp. 13 R. 18, containing 36 3/4 Acres more or less. Also Lots One (1) to Twelve (12) inclusive in Block No. Thirty nine (39) in the town of Clinton, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Twelve hundred (12.00) Dollars

according to the terms of one (1) certain promissory note this day executed and delivered by the said Walter S. Payne to the said party of the second part: and payable according to the terms of said note - said Payne hereby reserving the privilege of paying any amount on the principal thereof at any interest paying period.

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 party 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 of the first part making such sale on demand to the said Walter S. Payne, his 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

Rev. Stamp 50¢

Geo. W. Flory

Walter S. Payne (SEAL.)

Minna C. Payne (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 18 day of April A. D. 1900, before me, Geo. W. Flory, a Notary Public in and for said county and State, came Walter S. Payne and Minna C. Payne (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 set my hand and affixed my official seal on the day and year last above written.

My commission expires

Geo. W. Flory

Recorded April 20 A. D. 1900, at 3:40 o'clock P. M.

County Clerk

H. A. Doxman

Register of Deeds.

(For Partial Release See Blk. 44 pg 462) (For Release see Blk. 47 page 449)

