

JOHN W. CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of June in the year of our Lord one thousand eight hundred and ninety Nineteen hundred between A. C. Pontius and Mabel E. Pontius husband and wife of Nowvaka, Mo. in the County of Douglas and State of Kansas of the first part, and Alex Lewis 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, 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 east quarter of the north east quarter of section thirty one (31); The east half of the south west quarter of said north east quarter of section thirty one (31); and the west thirty (30) acres of the north half of said north east quarter of section thirty one (31), all in Township Twelve (12) Range Nineteen (19) East of the 6th P.M. containing 90 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 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 Two Thousand Dollars

according to the terms of Two certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: One \$200 payable one year after date and \$1000 payable five years after date with interest payable annually at 6% per cent per annum with privilege of paying 100 or any multiple thereof on said last note after one year at any interest paying 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 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 making such sale on demand to the said A. C. Pontius, his, 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

Geo. A. Bankel

Geo. A. Bankel

A. C. Pontius

Mabel E. Pontius

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 28th day of June, A. D. 1900, before me, Geo. A. Bankel a Notary Public in and for said county and State, came A. C. Pontius and Mabel E. Pontius husband and 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 Dec. 1, 1900

Geo. A. Bankel

Recorded June 29 A. D. 1900, at 11¹⁵ o'clock A.M.

Notary Public.

W. A. Doxman

Register of Deeds.

The following is Endorsement on the original instrument:
 The Note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged.
 Attest Feb 3rd 1905.
A. W. Greenhaw
 Register of Deeds.
 (For Partial Release see Book 39 Page 627)