

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Fifth day of July in the year of our Lord one thousand eight hundred and ninety Nineteen hundred between Polina Duck (widow)

of Clinton in the County of Douglas and State of Kansas of the first part, and J. H. Newlin of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Eight hundred (\$800.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do and grant, bargain, sell and mortgage to the said party of 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 west fractional quarter (4) of Section thirty one (31) Township thirteen (13) Range eighteen (18) containing one hundred and thirty seven and 25/100 acres (137 25/100)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Polina Duck do she hereby covenant and agree that at the delivery hereof she is 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 Eight hundred (\$800.00) according to the terms of One certain Note and Two Confess this day executed and delivered by the said Polina Duck to the said part of of the second part: his heirs and 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 part of 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Polina Duck her heirs and assigns.

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

Signed and delivered in presence of

Polina E. Duck (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 25th day of July, A. D. 1890, before me, John M. Newlin, a Notary Public in and for said county and State, came Polina Duck

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 April 13 1903

Recorded July 25 A. D. 1890, at 5¹⁵ o'clock P.M.

John M. Newlin
Notary Public.

Register of Deeds.

The following is enclosed on the original instrument.
The Note herein described having been paid in full
this Mortgage is hereby Released and the lien thereby
Created Discharged. By witness my hand this
Eighth day of March A. D. 1904

Recorded March 10th 1904
J. H. Newlin, Register of Deeds

