

This Indenture, Made this 10th day of Nov in the year of our Lord one thousand eight hundred and ninety between Daniel Morton & wife Maria Morton of Lawrence in the County of Douglas and State of Kansas of the first part, and C. C. Power of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of

One hundred and 05/100 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 at a point 29 3/4 feet west of the north east corner of south half of south east quarter of section twenty nine, township twelve Range twenty east of 6th P.M. thence south six hundred sixty feet, thence west two hundred ninety three 1/2 feet, thence north six hundred sixty feet, thence east two hundred ninety three 1/2 feet to place of beginning, Four 1/100 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

One hundred and 05/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of first part to the said party of the second part:

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, for any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part his 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 Daniel Morton and wife Maria, their 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

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 10 day of Nov, A. D. 1890, before me, J. D. Simon, a Notary Public in and for said county and State, came Daniel Morton and wife Maria Morton 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 March 3 - 1902
Recorded Nov. 12 A. D. 1890, at 12 o'clock M

J. D. Simon
Notary Public, Notary Public.
G. B. Somers
Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. No witness my hand, this 9th day of Nov. 1901 - J.D.

C. C. Power
By John D. Simon atty in fact

Recorded Nov. 9 - 1901

J. D. Simon

By John D. Simon

Atty in fact

Depdy.