

This Indenture, Made this 26th day of October in the year of our Lord one thousand eight hundred and ninety between Clarence Houston of Missouri, an unmarried man of _____ in the County of _____ and State of _____ of the first part, and Lucy C. McCoy of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Fifteen Hundred DOLLARS, to herl duly paid, the receipt

of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part of the second part Paul heirs and assigns forever, all that tract or parcel of land situated in the County of Douglass and State of Kansas, described as follows, to-wit: The south one half and the north east quarter of the south east quarter of section No. Ten (10) and the north one half of the north east quarter of section number fifteen (15) in Township No. Thirteen (13) South of Range No. Twenty (20) East of 6th P.M. containing by U.S. Survey thereof two hundred (200) acres, or the same more or less. This mortgage is given to secure an unpaid balance of the purchase money due for above described real estate from first party to second party with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said first party

do 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 except prior mortgage in favor of the Cleverger for \$2000.00 with 6% interest thereon from March 1st 1901

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the
said Carroll Houston

Due on or before one year after date payable at the National Bank of Commerce
with interest at six per cent per annum after March 1, 1904, until paid. Value received.
Interest compoundable annually if not paid when due.

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 if of the second part here 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part if making such sale on demand to the said Clarence Houston Price, heirs and assigns.

In Witness Whereof, The said part 4 of the first part, ha^d hereunto set his hand and seal the day and year first above written.

Sealed
Signed and delivered in presence of

STATE OF KANSAS.

County of Douglas } SS.

Be it Remembered, That on this 2nd day of November, A. D. 1890, before me,
Bertha L. Guimmerman, a Notary Public in and for said county and
State, came Clarence Houston, an unmarried man,
_____ 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. 30 1903. Berthold G. Zimmerman

Recorded Nov. 24 A. D. 1890, at 4³⁵ o'clock P.M.

[Signature]
Register of Deeds.

In consideration of full pay-
ment of the within mortgage
the assignee
Thereby released the same this
6th day of Jan. 1912

A. C. Mitchell
Assigner and

Attest: Willie R. Copeland,
Deputy Register of Deeds.

(Assigned Nov 2008 Page 64)

L. S.

subscribed my name
set my hand and affixed my o

Bertha L. Ginnerman
Notary Public.

2 o'clock P.M. U

H. H. Hancock
Register of Deeds.