

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty seventh day of February in the year of our Lord one thousand eight hundred and ninety One between F. D. Head (widower) of Decompton in the County of Douglas and State of Kansas of the first part, and J. P. Carol of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do sell grant, bargain, sell and mortgage to the said part 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 south east quarter (1/4) of the south west quarter of section thirty six (36) Township eleven (11) Range seventeen (17) East of Wh. 6. P. M.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said F. D. Head do hereby covenant and agree that at the delivery hereof he 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 Five hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said F. D. Head to the said part of of the second part: his heirs or 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 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 of making such sale on demand to the said F. D. Head his heirs or assigns

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

Signed and delivered in presence of

F. D. Head (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas County } SS.

Be it Remembered, That on this 27 day of Feb, A. D. 1901, before me, F. D. Head, a Notary Public in and for said county and

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 Feb 27 A. D. 1901, at 11:20 o'clock A. M.

Notary Public.

Register of Deeds.

Assigned See Book 39 Page 335.

J. E. Engel  
By Chas. E. Engel.

Recorded March 8<sup>th</sup> 1901,  
U. W. Cunningham,  
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 hereinafter mentioned discharge is witnessed by hand this 8th day of March A. D. 1901.