

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and ninety one between J. A. Irwin and wife Annie G. Irwin of Lawrence in the County of Douglas and State of Kansas of the first part, and R. G. Irwin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred 00/100 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 parties 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 east half of southwest quarter of section twenty two (22) township thirteen (13) and Range twenty (20) and the north half of the south east quarter of section twenty two (22) township thirteen (13) Range twenty (20) One hundred sixty Acres (160) more or less.

with all the appurtenances, and all the estate, title and interest of the said part is 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 Six hundred 00/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said first parties to the said part y 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 part y 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 parties 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 part y of making such sale on demand to the said J. A. Irwin and wife Annie G. Irwin, 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

L. H. Corvel

J. A. Irwin (SEAL.)

Annie G. Irwin (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 1st day of March, A. D. 1901, before me, _____ a Notary Public in and for said county and State, came J. A. Irwin and wife Annie G. Irwin 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 Jan. 26th 1905 L. H. Corvel Notary Public.

Recorded March 1st A. D. 1901, at 4:35 o'clock P.M.

R. G. Irwin
Register of Deeds.

The following is endorsed on original instrument
The Notes herein described having been paid in full the mortgage is hereby released and the lien thereby created discharged
Witness my hand this 25th day of April 1903
R. G. Irwin

Recorded May 15th A.D. 1903.
A. W. Ambrosy
Register of Deeds
By J. L. Lohman
Deputy