

This Indenture, Made this Eighteenth day of March in the year of our Lord one thousand eight hundred and ninety One between Louis H. Featherston an unmarried man of Marion Township in the County of Douglas and State of Kansas of the first part, and Moses M. Mellen of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of One thousand seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents does 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 east one hundred and thirty (130) acres of the north west quarter of section No. thirty four (34) in Township No. fourteen (14) of Range No. eighteen (18) East of 6" P.M.

Two Stamps 800

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part does 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 One thousand seven hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said party of the first part to the said part of of the second part: Due three years after date with interest payable annually at six (6) percent per annum.

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 heirs, 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 his heirs, 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 party of the first part his heirs and 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

Louis H. Featherston (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 27th day of March, A. D. 1891, before me, Joseph E. Riggs, a Notary Public in and for said county and State, came Louis H. Featherston 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires March 29 1901
Recorded March 27 A. D. 1891, at 4²⁵ o'clock P.M.

Joseph E. Riggs
Notary Public
H. J. Foxman
Register of Deeds.

(For please see Book H.1. Page 42.)

