

HIGHWAY - NEW YORK

NEW YORK - NEW YORK

This Indenture, Made this twentieth day of October in the year of our Lord one thousand eight hundred and eighty ninety between C. U. McLee and J. G. McLee his wife of Decatur in the County of Douglas and State of Kansas of the first part, and Jacob Baughman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine hundred 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: Beginning at the Southeast corner of the Northeast quarter of Section three (3) Township twelve (12) Range eighteen (18) and running thence West eight hundred and twenty-four (24) feet thence North three hundred and twenty (20) feet to the centre of the County road as now laid out thence east along the center line of said road to the section line thence south along the section line to the place of beginning this the North five acres of the east forty (40) acres of the Southeast quarter of Section three (3) Township twelve (12) Range eighteen (18) with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. U. McLee and J. G. McLee do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Nine hundred Dollar according to the terms of three certain promissory notes this day executed and delivered by the said C. U. McLee to the said party of the second part: dated June 1st 1891 calling each for three hundred dollars, one due Jan 1st 1892 one due Jan 1st 1893 and one due Jan 1st 1894 all drawing five percent interest per annum from Jan 1st 1891

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, as 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, or any part thereof, in the manner prescribed by law, appraisement 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said C. U. McLee and J. G. McLee heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

C. U. McLee (SEAL.)J. G. McLee (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

We it Remembered, That on this 22nd day of October, A. D. 1892, before me, J. A. Bonebrake, a Notary Public in and for said County and State, came C. U. McLee and J. G. McLee his wife 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 1st 1893.Recorded Nov 1st A. D. 1892, at 12 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

the following is a true and correct copy of the original instrument
 this 27th day of October 1892 having been said in full this 27th day of October 1892
 before me at Decatur, Kansas, in the County of Douglas, State of Kansas, I have read the foregoing instrument and the same is correct and true to the original instrument
 at Decatur, Kansas, this 27th day of October 1892
 J. A. Bonebrake
 Notary Public

Recorded
 27th 1892
 J. A. Bonebrake
 Notary Public

Recorded 27-27-1892. The foregoing Notice is intended on the original instrument.
 At Decatur, Kansas, this 27th day of October 1892, I have read the foregoing instrument and the same is correct and true to the original instrument.
 J. A. Bonebrake
 Notary Public