

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twenty third day of May in the year of our Lord one thousand eight hundred and Eighty Nine between J. R. Crew and Josephine Crew his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. C. A. Wingate of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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: The South Twenty five (25) Acres of the west half of the North East Quarter of Section Thirty four (34) Range Twenty (20) Township Fourteen (14)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. R. Crew and Josephine Crew do hereby covenant and agree, at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible state 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 Dollars according to the terms of One certain Note this day executed and delivered by the said J. R. Crew and Josephine Crew or her heirs to the said party 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 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 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 Mrs. C. A. Wingate or her 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

John M. Newlin

Josephine Crew
J. R. Crew

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 20 day of Dec, A. D. 1891, before me a Notary Public in and for said County and State, came J. R. Crew and Josephine Crew his and 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 April 25 1891 John M. Newlin Notary Public.
Recorded Jan 8 A. D. 1891, at 1 o'clock P. M.

James Brooks
Register of Deeds