

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety one between Houston Nesbitt and Maria G. Nesbitt his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and A. D. Goddard of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven hundred & 00 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 her 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: Begin at the northeast corner of the Southeast quarter of Section Nineteen (19) Township Twelve (12) Range Twenty (20) East of 6<sup>th</sup> P.M. South Forty (40) rods, West Ninety (90) rods, North Forty (40) rods, East Ninety (90) rods to beginning (124 acres) all begin thence two (2) rods North of the Southwest corner of Southwest quarter of Section Twenty (20) Township Twelve (12) Range Twenty (20) East of 6<sup>th</sup> P.M. East Forty (40) rods, North Twenty eight (28) rods, West Forty (40) rods, South Twenty eight (28) rods to beginning (17 acres) thirty one (31) acres in all with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree <sup>that</sup> 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 Eleven hundred & 00 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Houston and Maria G. Nesbitt to the said party of the second part: payable five (5) years from date at the Lawrence National Bank of Lawrence Kas with interest at the rate of seven per cent per annum payable semi-annually

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 her 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 her 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 Houston Nesbitt his 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

Maria G. Nesbitt (SEAL.)  
Houston Nesbitt (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 14<sup>th</sup> day of February, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Houston Nesbitt and Maria G. Nesbitt his wife to me personally known to be the same persons 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 January 17-1895 Alfred Whitman Notary Public.  
 Recorded Feb 4 A. D. 1891, at 4<sup>30</sup> o'clock P. M.

James Brooks  
 Register of Deeds

For Release See Book 29 Page 1636