

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 1st day of July in the year of our Lord one thousand eight hundred and ninety between A. J. Minnix a single Man of Bond in the County of Douglas and State of Kansas of the first part, and C. W. Story of the same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 a point 1506 feet North of the S. E. corner of the N. E. 1/4 of Sec. 17 R. 18. Thence running West 253 3/4 feet S. 67° 10' W. 610 feet S. 67° 10' W. 111 feet S. 81° E. 196 1/2 ft. S. 81° E. 660 feet S. 81° W. 977 feet S. 81° W. 183 1/2 feet S. 81° W. 798 feet to the place of beginning containing thirty eight and 7/8 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said A. J. Minnix hereby covenant and agree, ^{that} at the delivery hereof he 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 Eight hundred and fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said A. J. Minnix to the said party of the second part payable three years after date at the Merchants National Bank Lawrence Kansas with interest at eight per cent per annum from date payable 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 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, appraisalment 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 A. J. Minnix heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

J. D. AndersonA. J. Minnix (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10th day of March, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came A. J. Minnix



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 Sept 6 1893 James Brooks Notary Public

Recorded March 10 A. D. 1891, at 2 o'clock P - M.

James Brooks Register of Deeds

The following is recorded on Deed and the instrument