

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of May in the year of our Lord one thousand eight hundred and ninety one between Joseph Worley and Rachel A. Worley (his wife) of Decompton 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 Three hundred and twenty five (\$325.00) 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 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 37 1/2 ft North of the South East Corner of the South West Quarter (1/4) of Section Thirty four (34) Town Eleven (11) Range Eighteen (18) and running thence North 1/4 7 ft thence West 1/4 16 ft thence North 3/4 11 ft thence West 1/4 7 rods to the middle of Coon Creek thence following the meanderings of said Creek South to a point directly West of place of beginning thence due East 69 1/2 Rods to the place of beginning + being in the South West Quarter (1/4) of Section Thirty four (34) Town Eleven (11) Range Eighteen (18) containing seven (7) acres more or less 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 at the delivery hereof they 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 Three hundred and twenty five dollars (\$325) according to the terms of two certain Notes this day executed and delivered by the said parties of the first part to the said party of the second part: Reading as follows Two years after date I promise to pay to Jacob Baughman or order the sum of Two hundred dollars with interest at the rate of Nine per cent per annum payable semiannually Value Received Joseph Worley 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 parties of the first part heirs and assigns.

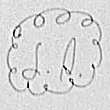
In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Joseph Worley (SEAL.)  
Rachel A. Worley (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 2 day of May, A. D. 1891, before me J. O. Rankin, a Notary Public in and for said County and State, came Joseph Worley and Rachel A. Worley (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 March 7 1894

J. O. Rankin Notary Public.

Recorded May 7 A. D. 1891, at 12 o'clock — M.

James Brooks Register of Deeds

*The following is indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
Attest: As witness my hand this 23 day of Nov. A. D. 1894  
Jacob Baughman*

*Recorded November 24th 1894*

*James Brooks Register of Deeds*