

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Eleventh day of June in the year of our Lord one thousand eight hundred and ninety one between W. H. Mershon and M. G. Mershon his wife of Decompton in the County of Douglas and State of Kansas of the first part, and William Deamer of the second part,

Witnesseth, That the said party W of the first part in consideration of the sum of One 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: lots numbered 42-43-44 and 45 in block numbered thirteen (13) in the City of Decompton according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. H. Mershon and M. G. Mershon 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 One hundred dollars and the interest thereon according to the terms of one certain promissory note dated Jan 1st 1891 this day executed and delivered by the said W. H. Mershon to the said party of the second part: due one year after date with interest from date at the rate of ten per cent per annum

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 W. H. Mershon and M. G. Mershon their 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

W. H. Mershon (SEAL.)Mrs M. G. Mershon (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11 day of June, A. D. 1891, before me J. H. Bonebrake, a Notary Public in and for said County and State, came W. H. Mershon and M. G. Mershon 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 7 1892Recorded June 17 A. D. 1891, at 4 o'clock P. M.J. H. Bonebrake Notary Public.

James Brooke
Register of Deeds