

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of May in the year of our Lord one thousand eight hundred and Ninety one between Henry C. Waffle a widower of Lawrence in the County of Douglas and State of Kansas of the first part, and Hattie C. Hulick and Jennie P. Chestnut of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nine Hundred and eighty six (\$986.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said parties of the second part their 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 20 rods West of a point 1/4 road South of the North East Corner of the North East quarter of Section No. One in Township No. 28 North (13) of Range No. Nineteen (19) in Douglas County, Kansas thence South 24 rods, thence West 100 rods, thence North 24 rods, thence East 100 rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Henry C. Waffle does hereby covenant and agree, at the delivery hereof he is 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 Nine Hundred and eighty six dollars in 3 years from this date, with interest at 6 per cent payable annually, according to the terms of two certain Promissory notes this day executed and delivered by the said Henry C. Waffle to the said parties of the second part: as follows one note for \$300 to Hattie C. Hulick and one note for \$686 to Jennie P. Chestnut

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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said Henry C. Waffle 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

Henry C. Waffle (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 19th day of May, A. D. 1891, before me John A. Norton, a Notary Public in and for said County and State, came Henry C. Waffle a widower 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 - 10th 1895 John A. Norton Notary Public.

Recorded June - 30 - A. D. 1891, at 7⁴⁵ o'clock A M.

James Brooks Register of Deeds

For Release see Book 25 Page 658