

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Ninety One between E. M. Dixon and Sarah A. Dixon his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and A. H. Quayle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred & 00 DOLLARS, to them 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 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: Lots Nos One hundred and thirteen (113) One hundred and fifteen (115) One hundred and seventeen (117) One hundred and twenty one (121) One hundred and twenty three (123) Located on Newton Street Baldwin City Kans.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. M. Dixon and Sarah A. Dixon do hereby covenant and agree, 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 Two hundred with interest at 10% semi annually according to the terms of One certain Promissory Note this day executed and delivered by the said E. M. Dixon and wife to the said party of the second part: And to be due in one year from date hereof

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 E. M. Dixon or his heirs and assigns.

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

Signed and delivered in presence of

Elijah M. Dixon (SEAL)  
Sarah A. Dixon (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS, } SS.  
 County of Douglas

Be it Remembered, That on this 11<sup>th</sup> day of June, A. D. 1891, before me Joseph Pittman a Notary Public in and for said County and State, named E. M. Dixon and Sarah A. Dixon 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 Dec - 9 - 1893 Joseph Pittman Notary Public.

Recorded Aug - 26 - A. D. 1891, at 10<sup>00</sup> o'clock A-M.

James Brooks Register of Deeds

The following is indorsed on the original instrument:  
 The note herein described having been paid in full the mortgage is hereby released, and the title hereby created discharged as per entry in my hand, this 5<sup>th</sup> day of April, A. D. 1894  
A. H. Quayle

As attested by my hand, this 5<sup>th</sup> day of April, A. D. 1894  
James Brooks Register of Deeds

