

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of October in the year of our Lord one thousand eight hundred and ninety one between Margaret M. Parkhurst and A. Parkhurst her husband of Douglas in the County of Douglas and State of Kansas of the first part, and Sarah J. Tailing and Julia A. Dolman of State of Ohio of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty two 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 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: The South East quarter of the South East quarter of Section No. Eighteen (18), in Township No. Twelve (12) South of Range No. Twenty (20) East of the 6th P. M., containing forty acres of land, 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, that the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said second parties, their heirs and assigns forever against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Twenty two Hundred Dollars being part purchase money of above described premises according to the terms of eight certain mortgage notes this day executed and delivered by the said parties of the first part to the said parties of the second part: as follows: 2 notes amounting to \$400 on March 1, 1892; 2 notes amounting to \$200 on Oct. 1, 1892; 2 notes amounting to \$200 on Oct. 1, 1893; and 2 notes amounting to \$200 on Oct. 1, 1894 with interest from date until paid at the rate of 7% per annum 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 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of
Margaret M. Parkhurst (SEAL.)
A. Parkhurst (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 20th day of October, A. D. 1891, before me L. A. Wight, a Notary Public in and for said County and State, came Margaret M. Parkhurst and A. Parkhurst her husband 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 April 21 1895
Recorded Oct 20 A. D. 1891, at 2⁴⁵ o'clock P. M.

L. A. Wight Notary Public.
James Brooks Register of Deeds

The following is indorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released, and the land thereon created discharged.
As witness my hand, this 24 day of April A. D. 1894
Julia A. Dolman
Sarah J. Tailing
James Brooks
Recorded May 1st 1894