

JOURNAL 65, LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of November in the year of our Lord one thousand eight hundred and ninety one between B. F. Messenheimer and Jane Messenheimer wife of Ohio in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and forty eight 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: The South half (1/2) of the North West quarter (1/4) of Section Twenty Seven (27) Township Fourteen (14) Range Eighteen (18) containing Eighty (80) acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said B. F. Messenheimer and wife do hereby covenant and agree, at the delivery hereof ^{that} 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 Except a Mortgage of One Thousand Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and forty eight according to the terms of One certain Note this day executed and delivered by the said B. F. Messenheimer and wife to the said party of the second part: his heirs or assigns.

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 B. F. Messenheimer and his 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

B. F. Messenheimer (SEAL.)
Jane Messenheimer (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 30 day of Nov, A. D. 1891, before me John M. Newlin, a Notary Public in and for said County and State, came B. F. Messenheimer and Jane Messenheimer 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 April 22 1895 John M. Newlin Notary Public.
 Recorded Dec 8 A. D. 1891, at 3 o'clock P M.

James Brooks Register of Deeds

The following is enclosed with the original instrument
 Act 26 1909 Received of B. F. Messenheimer the sum of Three hundred and - dollars in full satisfaction of the within mortgage
 E. J. Parker

Recorded Act 27 1909
 Hays L. Lawrence
 Register of Deeds