

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twelfth day of December in the year of our Lord one thousand eight hundred and Ninetyone between J. L. Timmons and Elizabeth Timmons his wife of Decompton in the County of Douglas and State of Kansas of the first part, and O. E. Osborne of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty (150) 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: Beginning at a point six rods west of N. E. corner of N. E. Section a quarter of Sec. two (2) Township twelve (12) Range eight (8) thence west thirty one (31) rods and seven (7) feet to corner of land sold J. H. Harper thence North ten (10) rods and two (2) feet thence east thirty one (31) rods and seven (7) feet thence south ten (10) rods and two (2) feet to place of beginning containing two (2) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said J. L. Timmons and Elizabeth Timmons his wife do hereby covenant and agree, at the delivery hereof that they are 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 One hundred and fifty (150) dollars according to the terms of one certain promissory note this day executed and delivered by the said J. L. Timmons and Elizabeth Timmons to the said party of the second part:

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, appraisalment 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 J. L. Timmons and Elizabeth Timmons their heirs and assigns.

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

Signed and delivered in presence of

J. L. Timmons (SEAL.)
Elizabeth Timmons (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 12 day of December, A. D. 1891, before me J. H. Bonebrake, a Notary Public in and for said County and State, came J. L. Timmons and Elizabeth Timmons his wife 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 Jan 7 1892 J. H. Bonebrake Notary Public.
Recorded Dec 12 A. D. 1891, at 11 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
#150.00 Heltonville, Kas Feb 28 1892 Received of J. L. Timmons per J. R. Sealey the within named Mortgage the sum of One hundred and fifty dollars and interest thereon per full satisfaction of the within mortgage
O. E. Osborne

Recorded May 29th 1900
James Brooks
Register of Deeds