

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty first day of January in the year of our Lord one thousand eight hundred and ninety two between Joseph L. Taylor widow of Lawrence 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 party of the first part in consideration of the sum of Eleven Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold and by these presents doe<sup>ly</sup> 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: Lot No Four (4) in Block No Fifteen (15) and Lots Numbers One (1) and Two (2) in Block No Seventeen (17) in that part of the City of Lawrence known as West Lawrence subject to the right of way of the Kansas Midland Railway Company, No Atchison Topeka & Santa Fe Railway Company - The first two tracts above mentioned being subject to a mortgage in favor of H. C. Beardsley for twenty five hundred dollars and the last described tract being subject to a mortgage of four hundred dollars in favor of Sophia Brown with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joseph L. Taylor do<sup>es</sup> hereby covenant and agree, <sup>that</sup> at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances except as above mentioned.

This grant is intended as a Mortgage to secure the payment of the sum of Eleven Hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Joseph L. Taylor and J. M. Taylor and E. J. Taylor to the said party of the second part: due and payable in one year after date with interest at Ten per cent per annum

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 Joseph L. Taylor his heirs and assigns.

In Witness Whereof, The said party of the first part, ha<sup>ve</sup> hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

J. L. Taylor

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

Be it Remembered, That on this 21<sup>st</sup> day of January, A. D. 1892, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Joseph L. Taylor - a widow 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 March 6 1892

Joseph E. Riggs

Notary Public.

Recorded January 22 A. D. 1892, at 11:20 o'clock A. M.

James Brooks

Register of Deeds

(For Part release see Book 26 Page 500)