

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of January in the year of our Lord one thousand eight hundred and ninety two between Samuel Breckenridge & Ann Eliza Breckenridge his wife of the 1st of Wakarusa in the County of Douglas and State of Kansas of the first part, and E. J. Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred & fifty 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 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: All that part of the S.E. quarter (1/4) of Section number 16 lying South of the Wakarusa Creek and the N.W. quarter (1/4) of the N.E. quarter (1/4) of Section number 21 all in Township 13 Range 20 containing 64 acres 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, 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 save mortgage of \$1200.00 to Mrs. M. Adler dated 25th January 1892 due in 5 years @ 5% interest

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred & fifty dollars according to the terms of Two certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: \$250.00 payable in two years & \$300.00 payable in one year to order of party of second part with interest at 10% from date

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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Jennie Vatt

Samuel Breckenridge (SEAL)

A. E. Breckenridge (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 26th day of January, A. D. 1892, before me Hugh Blair, a Notary Public in and for said County and State, came Samuel Breckenridge Ann Eliza Breckenridge 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 25 Decr 1893Recorded January 25th A. D. 1892, at 11:20 o'clock P. M.

Hugh Blair

Notary Public.

James Brooks

Register of Deeds

The following was endorsed on the original instrument
Lawrence Kan, Jan 2nd 1898
Received of Samuel Breckenridge, the within named mortgagor
the sum of Five Hundred and fifty and no value in full
satisfaction of the within mortgage E. J. Blair
witness Hugh Blair

530

Recorded June 9th 1898

G. H. Joannan Register of Deeds

By W. C. Dillard