

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of February in the year of our Lord one thousand eight hundred and ninety two between David Logan and Edmonia Logan his wife 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 parties of the first part in consideration of the sum of sixty five 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: Commencing thirty six (36) Rods West of the South East Corner of North West quarter (41) of the South West fractional quarter (41) of Section Twenty Nine (29) Township Twelve (12) Range Twenty (20) thence West Four (4) Rods North Forty (40) Rods East Twelve (12) Rods South Twenty (20) Rods West eight (8) Rods South Twenty (20) Rods to beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David Logan and wife 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 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

sixty five Dollars according to the terms of One certain Note this day executed and delivered by the said David Logan 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 David Logan heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

David Logan

Edmonia Logan

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 6 day of Feb, A. D. 1892, before me, a Notary Public in and for said County and State, came David Logan and Edmonia Logan 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 25 1895

Recorded Feb 6 A. D. 1892, at 30 clock P M.

John M. Newlin

Notary Public.

James Brooke

Register of Deeds

The following is endorsed on the original instrument
December 13 1901
Received of David Logan the within named mortgage, the sum of sixty five and 1/10 Dollars, in full satisfaction of the within mortgage.
E. J. Parker,

Recorded Dec-13-1901-

by J. H. Johnson,

Register of Deeds,

1434 Albi B. Johnson,

Deputy.