

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of February in the year of our Lord one thousand eight hundred and ninety two between J. G. Thompson and Martha Thompson of Baldwin in the County of Douglas and State of Kansas of the first part, and Olivia A. Phillips of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Two Hundred 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 part 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: Lots Thirteen (13) Fifteen (15) Seventeen (17) Nineteen (19) Twenty one (21) and West half Lot Eleven (11) all on Elm Street, and Lots Fourteen (14) Fifteen (16) Eighteen (18) Twenty (20) Twenty two (22) and West half of Lot Twelve (12) on Dearborn St. Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said J. G. Thompson and Martha Thompson his wife do hereby covenant and agree, ^{that} at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

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

Two Hundred Dollars according to the terms of One certain note this day executed and delivered by the said J. G. Thompson and Martha Thompson to the said part is of the second part: payable in five years Interest according to ten coupons

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 part is 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 part is 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 part is making such sale on demand to the said J. G. Thompson his heirs and assigns.

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

Signed and delivered in presence of

J. G. Thompson (SEAL.)
Martha Thompson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 8th day of Feb, A. D. 1892, before me Joseph Pittman, a Notary Public in and for said County and State, came J. G. Thompson and Martha Thompson, husband and wife 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 Dec 9 1893

Recorded February 8th A. D. 1892, at 1:30 o'clock P. M.

Joseph Pittman
Notary Public.

James Brooks
Register of Deeds