

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10th day of December in the year of our Lord one thousand eight hundred and ninety one between Lidney Buckner and Margaret Buckner his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and L. Thompson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty three (23) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: South Twenty Eight Acres of the East Thirty Eight Acres of the West half of South West Quarter (Less Seven Acres) Section Twenty Eight Township Twenty Range Twenty

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lidney Buckner and Margaret Buckner do hereby covenant and agree, at the delivery hereof ^{that} 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 Except One Mortgage of One hundred and twenty Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty three Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Lidney Buckner and his wife to the said party of the second part: that note of twenty three dollars due in nine months after date without interest if paid when due if not paid when due to draw ten percent 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 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 Lidney Buckner his heirs and assigns.

In Witness Whereof, The said parties of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

H. E. RobbinsJ. C. StewartLidney Buckner (SEAL)Margaret Buckner (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
Douglas County }

Be it Remembered, That on this 10 day of December, A. D. 1891, before me Joseph Pittman, a Notary Public in and for said County and State, came Lidney Buckner and Margaret Buckner 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 December 9-1893Joseph Pittman

Notary Public.

Recorded Feb 11 A. D. 1892, at 8²⁵ o'clock AM.James Brooks

Register of Deeds

For Release See Book 57 Page 201