

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Tenth day of February in the year of our Lord one thousand eight hundred and ninety two between A. B. Topping and M. A. Topping wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lucretia Butler of the second part,

Witnesseth, That the said party of of the first part in consideration of the sum of Six 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 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: Six One hundred and eight (108) One hundred and ten (110) and One hundred and twelve (112) on Dearborn Street Baldwin City Douglas Kansas

with all the appurtenances, and all the estate, title and interest of the said party of of the first part therein. And the said A. B. Topping and M. A. Topping do hereby covenant and agree, at the delivery hereof, to be 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 Six hundred Dollars according to the terms of One certain Note and six coupons this day executed and delivered by the said A. B. Topping and M. A. Topping to the said party her of the second part: her 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 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 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 A. B. Topping heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

A. B. Topping  
M. A. Topping

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
Douglas County

Be it Remembered, That on this 10 day of Feb, A. D. 1892, before me a Notary Public in and for said County and State, came A. B. Topping and M. A. Topping 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 April 25 - 1895 John M. Newlin N. P.  
Recorded Feb 11 - A. D. 1892, at 9 o'clock A. M.

James Brooks  
Register of Deeds

The following is endorsed on the original instrument:  
Recorded Aug-15-1901  
By J. J. Lohman  
Register of Deeds  
By John B. Topping  
Deputy  
Satisfaction of the within mortgage.  
Lucretia Butler

Recorded Aug-15-1901  
By J. J. Lohman  
Register of Deeds  
By John B. Topping  
Deputy