

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11th day of April in the year of our Lord one thousand eight hundred and ninety-two between Henry A. Harris single man of Baldwin in the County of Douglas and State of Kansas of the first part, and John Wayne of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred 00 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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: Lot No One Hundred & Seventeen in 11th 1/2nd High Street in Baldwin City according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Henry A. Harris doth hereby covenant and agree, at the delivery hereof he is the lawful owner 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 Five hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Henry A. Harris to the said party of the second part: due and payable Four years from April 11th 1892 with interest thereon at the rate of 7 percent per annum payable semi-annually according to the coupons attached thereto

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 Henry A. Harris heirs and assigns.

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

Signed and delivered in presence of

L. E. DallasH. A. Harris

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 11th day of April, A. D. 1892, before me L. E. Dallas, a Notary Public in and for said County and State, came Henry A. Harris single man

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 - 16 - 1894L. E. Dallas

Notary Public.

Recorded April - 12 A. D. 1892, at 10 o'clock P. M.

James Brooks
 Register of Deeds



For Release See Book 26 Page 511