

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 3^d day of March in the year of our Lord one thousand eight hundred and Ninety two between J. C. Beatty and Mattie Beatty his wife of Allen in the County of Allen and State of Kansas of the first part, and M. A. Moore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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: The East Eight (8) acres of the North Ten (10) acres of the East Thirty (30) acres of the South one half (1/2) of Northeast quarter (1/4) of Section Thirty five (35) Township Twelve (12) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree, 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 Three Hundred Dollars according to the terms of One certain Premises note this day executed and delivered by the said J. C. and Mattie Beatty to the said party of the second part: Payable Three (3) years from date at The First Nat Bank Lawrence Kansas with interest at the rate of 8% per annum pay semi-annually.

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 J. C. Beatty his heirs and assigns.

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

Signed and delivered in presence of

J. C. Beatty (SEAL.)
Mattie Beatty (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Allen

Be it Remembered, That on this 7th day of March, A. D. 1892, before me J. W. McCoy, a Notary Public in and for said County and State, came J. C. Beatty and Mattie Beatty 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 Jan 15 1894 J. W. McCoy Notary Public.
Recorded April 16 A. D. 1892, at 3⁴⁵ o'clock P M.

James Brooke Register of Deeds

The following is indorsed on the original instrument
#300 Lawrence - Dec 24 1894. Received of J. C. Beatty the within named mortgage
the sum of Three Hundred & twenty Dollars in full satisfaction of the within mortgage
M. A. Moore

Recorded January 4th 1895.
James Brooke
Notary Public

