

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this thirtieth day of April in the year of our Lord one thousand eight hundred and ninety-two between George Burlingame & Nellie Burlingame his wife of Meda in the County of Douglas and State of Kansas of the first part, and L. A. Vanhuren of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Lot number One hundred & twenty eight 1165 High Street, Baldwin City Kansas Addition

with 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 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars according to the terms of One certain Promissory note this day executed and delivered by the said George Burlingame & wife to the said party of the second part: due one year after date with interest at 8% per annum.

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 George Burlingame & his wife 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

Charles P. Dues
M. A. Dues

George Burlingame (SEAL)
Nellie Burlingame (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 30 day of April, A. D. 1892, before me J. A. Halliday, a Notary Public in and for said County and State, came George Burlingame and Nellie Burlingame 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 July 20 1896

Recorded May 2 A. D. 1892, at 4 o'clock P M.

Notary Public.

Register of Deeds

The following is indexed on margin of original instrument
Baldwin, Mo. Dec 21, 1895.
Received of Emil Newton One hundred and two dollars the sum of Dollars.
in full satisfaction of the within mortgage.
Witness
L. A. Vanhuren
James Brooks
Register of Deeds
Recorded February 10, 1896