

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and Ninety-two between Charles Mendenhall and Elmira E. Mendenhall (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and The Trustees of Excelsior Lodge No. 61 I.O.O.F. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred (100.00) 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 parties of the second part their 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: Commencing Eighty Three (83) feet South of the North West Corner of the South West quarter of Section No. Twenty Nine (29) in Township Twelve (12) of Range Twenty (20) thence South 1/4 of 1/4 thence East 1/4 of 1/4 thence North 1/4 of 1/4 thence West with the R.R. road to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles Mendenhall and Elmira E. Mendenhall (his wife) do hereby covenant and agree, at the delivery hereof they 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 of whatsoever kind

This grant is intended as a Mortgage to secure the payment of the sum of One hundred dollar (\$100.00) according to the terms of a certain Promissory Note this day executed and delivered by the said Charles Mendenhall and wife to the said parties of the second part; to wit: Fifty dollars on the first day of July, 1893, and fifty dollars on the first day of July, 1894, or before if agreed upon by both parties, with interest thereon

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 parties of the second part their successors, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the parties of the second part their successors, executors, administrators and 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 parties making such sale on demand to the said C. Mendenhall and E. E. Mendenhall their 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

Geo. B. Edgar

C. Mendenhall (SEAL.)
Elmira E. Mendenhall (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this First day of July, A. D. 1892, before me Geo. B. Edgar, a Notary Public in and for said County and State, came Charles Mendenhall and Elmira E. his wife 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 June 8 1893 Geo. B. Edgar Notary Public.

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

James B. Smith
Register of Deeds

The following is indorsed on the original instrument
\$100.00 March 30th 1898
Received of Charles Mendenhall 100.00 which was used
Mortgages the sum of One Hundred Dollars in full
satisfaction of the within Mortgage
Witness
Milton Pettibone
Recorded March 30th 1898.