

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of June in the year of our Lord one thousand eight hundred and ninety two between C. E. Dallas a single man of Baldwin in the County of Douglas and State of Kansas of the first part, and Org. G. Schmebly of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and ten DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Lots Nos 34, 36, 38, 40, 42 & 44, on Fremont Street also that portion of Lot 46 on High Street described Beginning 13 1/2 ft. E. W. corner Lot 1 on High Street thence East 70 1/2 feet thence North 140 feet thence West 10 feet thence South 24 feet thence West 30 1/2 feet thence South to beginning also the West 30 feet of Lot 128 and the East 30 feet of Lot 130 on High Street all in the City of Baldwin County of Douglas State of Kansas 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 C. E. Dallas does 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 except Mortgage of \$1000 to Kansas National Building and Loan Association of Lawrence Kansas.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and ten \$110 according to the terms of One certain Note this day executed and delivered by the said C. E. Dallas to the said party of the second part: due in Six Months from date at the rate of 10 per cent 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 C. E. Dallas his 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

Chas H. RidgwayC. E. Dallas

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Franklin

Be it Remembered, That on this 13th day of June, A. D. 1892, before me Chas H. Ridgway a Notary Public in and for said County and State, came C. E. Dallas a 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 June 13th 1896Chas H. Ridgway

Notary Public.

Recorded July 6 A. D. 1892, at 10 o'clock A-M.James Brooks

Register of Deeds