

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 27th day of July in the year of our Lord one thousand eight hundred and ninety two between John Moorhead of Baldwin City in the County of Douglas and State of Kansas of the first part, and Elizabeth Moorhead husband and wife of Baldwin City in the County of Douglas and State of Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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: Beginning Forty seven (47) feet and nine (9) inches north of the South East Corner of Lot Number Forty four (44) on Eighth (8) Street. Thence running North Twenty four (24) feet and nine (9) inches thence West One hundred forty two (142) feet to Alley Thence South twenty four (24) feet and nine (9) inches Thence East to the place of beginning and being a portion of lots Forty two (42) and Forty three (43) on Eighth (8) Street in Baldwin City in the County and State aforesaid 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 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 thousand Dollars according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: said note being due five years after date and drawing interest at the rate of eight per cent per annum payable 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 or 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 or 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 John Moorhead and Elizabeth S Moorhead or their heirs and assigns.

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

Signed and delivered in presence of

O. E. Beeks

John Moorhead (SEAL.)  
Elizabeth S Moorhead (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 27th day of July, A. D. 1892, before me O. E. Beeks, a Notary Public in and for said County and State, came John Moorhead and Elizabeth S Moorhead 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 Sept-26-1898 O. E. Beeks Notary Public.

Recorded July-27th A. D. 1892, at 5 o'clock P.-M.

James Brooks Register of Deeds

(For release see Deed Book 83 Page 98)