

JOURNAL CO., LAWYER, KAN.

This Indenture, Made this 15 day of July in the year of our Lord one thousand eight hundred and ninety one between Moses L. Sehus and Adaline Sehus his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Sarah E. Murray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred DOLLARS, to thame duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 Three (3) Four (4) Five (5) and Six (6) on Sixth (6) Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Moses L. Sehus and Adaline Sehus do hereby covenant and agree, <sup>that</sup> 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 Except one certain Mortgage of Nine hundred dollars in favor of the Kans National Building and Loan Association

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred dollars (\$600) according to the terms of two certain Promissory notes this day executed and delivered by the said Moses L. Sehus and Adaline Sehus to the said party of the second part: These notes to be for three hundred dollars each and to draw interest at 7% interest per annum from date

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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part her 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 Moses L. Sehus his heirs and assigns.

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

Signed and delivered in presence of

Moses L. Sehus (SEAL)  
Adaline Sehus (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 19 day of August, A. D. 1891, before me J. H. Thompson, a Notary Public in and for said County and State, came Moses L. Sehus and Adaline Sehus Husband and 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 - 8 - 1895 J. H. Thompson Notary Public.  
 Recorded Aug - 6 - A. D. 1892, at 8 o'clock A. M.

James Brooke Registrar of Deeds

See Book 2 Page 567 for Release See Book 33 Page 258