

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of August in the year of our Lord one thousand eight hundred and ninety two between Louisa Vitt and Louisa Vitt his of in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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: The South half of South East Quarter of Section No Four (4) Township No Fourteen (14) South of Range No Twenty one (21) East of the Sixth B.M. Kansas, containing 80 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said do hereby covenant and agree ^{that} 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred according to the terms of One certain Note this day executed and delivered by the said Louisa Vitt and L. Vitt to the said party of the second part: in five years from date with interest at 7 1/2 percent per annum payable 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 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 Louisa Vitt and L. Vitt 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

Louisa Vitt (SEAL)
Louisa Vitt (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 6th day of August, A. D. 1892, before me O. Y. Richards, a Notary Public in and for said County and State, came Louisa Vitt and Louisa Vitt his husband 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 Feb. 26 1893 O. Y. Richards Notary Public.
 Recorded Aug 8 A. D. 1892, at 2⁰⁰ o'clock P M.

James Brooks Register of Deeds