

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eighth day of August in the year of our Lord one thousand eight hundred and ninety two between Elijah M. Dixon and Sarah H. Dixon husband and wife of Baldwin in the County of Douglas and State of Kansas of the first part, and J. G. Schnebly of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: Beginning at South West Corner of North West Quarter (41) of Section Twenty Seven (27) Township Fourteen (14) Range Twenty (20) East, thence running North forty (40) rods, thence East Eighty (80) rods, thence South forty (40) rods, thence West Eighty (80) rods to place of beginning, containing Twenty (20) acres more or less.

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, that the delivery hereof they are 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred 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 and payable on Sept 8 1894 with interest at the rate of 10% per annum from September 8 1892. It being understood and agreed that said note may be paid in one year

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 parties of the first part 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. BeeksElijah M. Dixon

(SEAL.)

Sarah H. Dixon

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 8th day of August, A. D. 1892, before me O. E. Beeks, Notary Public in and for said County and State, came Elijah M. Dixon and Sarah H. Dixon 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 Sept 26 1895O. E. Beeks

Notary Public.

Recorded Aug 9 A. D. 1892, at 3³⁰ o'clock P M.James Brooks

Register of Deeds

The following is endorsed on the original instrument
To be paid Jan Dec 6 1894 Received of Elijah M. Dixon wife Sarah A. Dixon
the within named mortgage the sum of three hundred dollars and no dollars
in full satisfaction of the within mortgage J. G. Schnebly

Recorded January 28th 1893
James Brooks