

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23^d day of August in the year of our Lord one thousand eight hundred and 92 between Lucinda M. Kern and Josiah Kern her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and M. H. Webster of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Fifty Four 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 parties of the second part their 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: Lot Nos One Hundred and Five (105) and One Hundred and Seven (107) on Jersey Street in Baldwin City according to the recorded Plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lucinda M. Kern and husband 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 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 Four Hundred and Fifty Four Dollars according to the terms of one certain promissory note this day executed and delivered by the said Lucinda M. Kern and husband to the said party of the second part of even date herewith due and payable in six months from date with interest from maturity.

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 Lucinda M. Kern her 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

Lucinda M. Kern (SEAL.)
J. Kern (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 23^d day of Aug, A. D. 1892, before me C. E. Dallas, a Notary Public in and for said County and State, came Lucinda M. Kern and Josiah Kern her 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 Dec 16 1891 C. E. Dallas Notary Public.
Recorded Aug 24 A. D. 1892, at 11⁵⁰ o'clock A. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
\$454.00 Baldwin Kansas Oct 23. 1892 Received from Lucinda M. Kern
Four hundred and fifty four Dollars in full satisfaction of the within Mortgage
H. H. Webster
Kansas Douglas Co. Subscribed to in presence of J. H. Thompson
Recorded - January 20. 1893
James Brooks
Register of Deeds

