

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 23^d day of September in the year of our Lord one thousand eight hundred and ninety two between James Segart and Viretta Segart his wife of Belvoir in the County of Douglas and State of Kansas of the first part, and Pattie D. Hulme of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: The Southwest quarter (1/4) of the Northwest quarter (1/4) of Section Eight (8) Township Thirteen (13) Range Eighteen (18) Also the Southwest quarter (1/4) of Section Eight (8) Township Thirteen (13) Range Eighteen (18) less twenty four (24) acres in the Southwest corner of said quarter section

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 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 a Mortgage of \$400.00 on the N. West quarter of 8-13-18-

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said James and Viretta Segart to the said party of the second part; payable Five (5) years from date at the Lawrence Nat. Bank of Lawrence Kas with interest at the rate of seven (7) 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 her heirs, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part her heirs, executors, administrators or assigns; and out of all the 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 James Segart heirs and assigns.

In Witness Whereof, The said parties of the first part, have unto set their hands and seal the day and year first above written.
Signed and delivered in presence of

James Segart (SEAL.)
Viretta Segart (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 23^d day of September, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came James Segart and Viretta Segart his 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 17 1895
Recorded Sept 23 A. D. 1892, at 6 o'clock P. M.

Alfred Whitman Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument:
The above herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged as witness my hand this first day of October A.D. 1897
Pattie D. Hulme

Recorded Feb 15th 1898
Attest
A. D. Sharples
Lydia H. Price

