

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of October in the year of our Lord one thousand eight hundred and ninety two between Charles B. James (unmarried) of Endora in the County of Douglas and State of Kansas of the first part, and Ernst Versenberger of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty (\$250.00) DOLLARS, to him 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 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 West half of Fractional South West quarter of Section No. Thirty (30) in Township No. thirteen (13) of Range No. Twenty one (21) East of the 6<sup>th</sup> P.M. lands being Eighty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles B. James hereby covenant and agree that at the delivery hereof he the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that he will warrant and defend the same against all claims whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars. according to the terms of One certain promissory note this day executed and delivered by the said Charles B. James to the said party of the second part: payable two years after date at the Merchants National Bank Lawrence Kansas at seven per cent interest 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 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 Charles B. James his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written. Charles B. James (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 1<sup>st</sup> day of October, A. D. 1892, before me James Brooks, a Notary Public in and for said County and State, came Charles B. James to me personally known to be the same person 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 6 1893  
Recorded Oct 1 A. D. 1892, at 2<sup>45</sup> o'clock P.M.

James Brooks Notary Public.  
James Brooks Register of Deeds.

The following is indorsed on the original instrument:  
This note under described having been paid in full, this mortgage is hereby released, and the said thirty cents discharged.  
As witness my hand this 5<sup>th</sup> day of October, A. D. 1893  
Ernst Versenberger

Recorded October 5th 1893  
Attest  
James Brooks  
Register of Deeds

