

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this twenty first day of September in the year of our Lord one thousand eight hundred and 92 between John Q Adams and Annie M Adams his wife of Boant in the County of Douglas and State of Kansas of the first part, and Stephen Cox of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred (\$400.00) 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 East ten acres of the South Twenty three acres of the South West quarter of the South West quarter of Section eighteen in Township Twelve and Range Twenty, and being the same piece or parcel of land conveyed by said Stephen Cox and wife to said John Q Adams by Deed bearing even date herewith.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Q Adams do hereby covenant and agree that at the delivery hereof he is 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 except a mortgage in the sum of \$200.00 to H. H. Cockins and his mortgage subject to said \$200 mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred dollars with interest at six per cent per annum according to the terms of three certain promissory notes this day executed and delivered by the said John Q Adams to the said part of the second part Stephen Cox party of the second part and payable in One, Two, and Three years respectively from date

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 Stephen Cox his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Chas Chadwick

J. Q. Adams (SEAL.)
Annie M Adams (SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of September, A. D. 1892, before me Charles Chadwick, a Notary Public in and for said County and State, came John Q Adams and Annie M. his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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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 11 1895
Recorded October 7 A. D. 1892, at 9 o'clock M. Douglas County
James Brooks Register of Deeds.

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 7th day of September
Stephen Cox
Witness
Chas Chadwick
Recorded September 7th 1893
James Brooks