

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of December in the year of our Lord one thousand eight hundred and ninetytwo between J. E. Carr and H. H. Carr of Eudora in the County of Douglas and State of Kansas of the first part, and Daniel Hunsicker Jr. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred and Fifty 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: Lots One (1) Two (2) Three (3) Four (4) Five (5) Seven (7) Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19) and twenty (20) in Block Ninetyfour (94) and Lots One (1) Three (3) Four (4) Five (5) Six (6) Seven (7) Nine (9) Ten (10) Eleven (11) Twelve (12) Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19) and twenty (20) in Block Ninetyfive (95) in the City of Eudora according to the plat of said City

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 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

This grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred and Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable on or before the 1st day of December 1893 with interest from date at seven percent per annum

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 Parties of the first part or their heirs and assigns.

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

Signed and delivered in presence of

J. E. Carr (SEAL.)
H. H. Carr (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of December, A. D. 1892, before me Henry Abels, Notary Public in and for said County and State, came J. E. Carr and H. H. Carr 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 Oct 2nd 1895 Henry Abels Notary Public.
Recorded Dec 2 A. D. 1892, at 10 o'clock M.

James Brooks
Register of Deeds.