

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and ninety two between Elmer E. Sawyer and Nancy L. Sawyer (wife) of Clinton in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 South West quarter (1/4) of the South West quarter (1/4) of Section Thirty four (34) Township Thirteen (13) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Elmer E. Sawyer and Nancy L. Sawyer 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of One certain Note four coupons this day executed and delivered by the said Elmer E. Sawyer and Nancy L. Sawyer to the said party of the second part: his heirs or assigns

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 Elmer E. Sawyer 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.

Signed and delivered in presence of

John M. Newlin

Elmer E. Sawyer
Nancy L. Sawyer

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 15 day of December, A. D. 1892, before me John M. Newlin, a Notary Public in and for said County and State, came Elmer E. Sawyer and Nancy L. Sawyer 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 April 28 1895

Recorded Dec 22 A. D. 1892, at 10 o'clock A. M.

John M. Newlin N.B.

James Brooks
Register of Deeds.

The following is recorded on the original instrument
\$200.00 Nov 28. 1894 Received of Elmer E. Sawyer the within named
mortgage the sum of two hundred dollars in full satisfaction of the
within mortgage
E. J. Parker

Recorded Dec 14th 1894
James Brooks
Register of Deeds

