

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of December in the year of our Lord one thousand eight hundred and 92 between C. H. Robinson wife Elizabeth M. Robinson of the first part, and Albert M. Lehr of Baldwin Douglass Co. Kan. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventy five 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 numbered One Hundred eighty nine (189) One hundred ninety one (191) One Hundred ninety three (193) Indiana Street Baldwin Kansas Hogans Addition

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. H. Robinson wife Elizabeth M. Robinson do hereby covenant and agree that at the delivery hereunto 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 \$150.00

This grant is intended as a Mortgage to secure the payment of the sum of Seventy five Dollars according to the terms of One certain Promissory note this day executed and delivered by the said C. H. Robinson wife to the said party of the second part:

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 C. H. Robinson wife 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

C. H. Robinson (SEAL-)
Elizabeth Maria Robinson (SEAL-)
(SEAL-)
(SEAL-)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 10 day of December, A. D. 1892, before me Joseph Pittman, a Notary Public in and for said County and State, came C. H. Robinson wife Elizabeth M. Robinson 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 Dec 9 1892
Recorded Jan 19 A. D. 1893, at 43 o'clock P. M.

Joseph Pittman Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument
Received of C. H. Robinson the within named mortgage
of \$75.00
Feb 15th 1893.
The sum of Seventy five Dollars in full satisfaction of the within mortgage
Albert M. Lehr

Recorded February 18th 1893
James Brooks
Register of Deeds

The following is indorsed on the original instrument