

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2nd day of January in the year of our Lord one thousand eight hundred and ninety three between M. R. Jefferson and Richard Jefferson (wife and husband) of Baldwin in the County of Douglas and State of Kansas of the first part, and John Dean of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Lots No Eighty Nine (89) Ninety one (91) and Ninety three (93) on Newton Street Also Lots No Ninety (90) Ninety two (92) and Ninety four (94) on Morse Street, all in Baldwin City Douglas Co Kansas.

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 are 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable at Baldwin Kansas and drawings 10% interest per annum payable semi annually as follows to-wit five dollars on the 2nd day of July 1893, One hundred five dollars on the 2 day of January 1894 with interest thereon 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 their 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, this 12 day of January in the year of our Lord eight hundred and ninety three
Signed and delivered in presence of M. R. Jefferson (SEAL.)
Richard Jefferson (SEAL.)
H. Bristow (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 12 day of Jan, A. D. 1893, before me a Justice of the Peace James Brooke a Notary Public in and for said County and State, came M. R. Jefferson and Richard Jefferson 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 18 Jan 24 A. D. 1893, at 8 o'clock M.
Recorded Jan 24 A. D. 1893, at 8 o'clock M.
James Brooke Notary Public.
James Brooke Register of Deeds.

The following is endorsed on the original instrument