

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Third day of January in the year of our Lord one thousand eight hundred and ninety three between Mahala Morgan unmarried of Baldwin in the County of Douglas and State of Kansas of the first part, and Crippen Lawrence & Co of Concord N. Hampshire of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has do sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part their 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 North East quarter of the North East quarter and the North 1/2 half of the South East quarter of the North East quarter Section thirty four (34) in Town fourteen (14) North of Range twenty (20) East of the Sixth P. M. containing in all sixty (60) acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part hereby covenant and agree that at the delivery hereof she 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 and that she will warrant and defend the same against all claims whatsoever

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 four certain Promissory Notes this day executed and delivered by the said Mahala Morgan to the said party of the second part: first note of (100) one hundred dollars due Jan 3rd 1894 2nd Note of one hundred dollars due Jan 3rd 1895 3rd Note of one hundred dollars due Jan 3rd 1896 4th Note of fifty dollars due Jan 3rd 1897 with interest at 8 per cent 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 their 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 their 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 party of the first part her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

J. F. Rapp

Mahala Morgan

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 19th day of January, A. D. 1893, before me a Justice of the Peace, in and for said County and State, came Mahala Morgan 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 189

Recorded Jan 24 A. D. 1893, at 5 o'clock M.

N. Bristow
James Brooks
Justice of the Peace
Register of Deeds

The following is indorsed on the original instrument
The within described note is paid and this mortgage is hereby released this 15th day of Feb, 1897.
Crippen Lawrence & Co.
by J. J. Crippen partner

Recorded January 31st 1899.