

JOURNAL CO. ST. LOUIS, MO.

This Indenture, Made this 15th day of February in the year of our Lord one thousand eight hundred and ninety three between William R. Green and Ballie R. Green his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and James Ellis Administrator of the Estate of Susan Hogan deceased of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One Dollar and other good considerations 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 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: Beginning at a point on the North line of the South 1/2 of South East 1/4 of Section 21 Township 12 South of Range 20 East where said line crosses the West line of Right of Way of the Lawrence Branch of the Union Pacific Railroad, running West along said line 94.30 ft. thence South 0° 57' East 78.11 ft. South 69° 44' West 87.62 ft. thence South 57° East 34.11 ft. to line of right of way of said Railroad, thence North 69° 44' East along said line of right of way 105.02 ft. thence in curve line along said right of way 112.46 ft. Radius 126.72 ft. to point of beginning containing 12.23 acres more or less variation 8° 31' East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William R. Green and Ballie R. Green his wife 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 unpaid balance of the sum of Eighty Two Hundred Dollars (\$82.00) which said sum was evidenced by Three Promissory Notes dated March 1st 1892 according to the terms of 1886 and certain to the said part of the second part: said William R. Green then a single man for Susan H. Hogan and secured by a certain mortgage executed on the same date by said William R. Green to said Hogan on certain real estate situated in Douglas County Kansas and bought of Susan H. Hogan by said William R. Green.

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 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 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 William R. Green and Ballie R. Green his 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

William R. Green (SEAL)

Ballie R. Green (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15th day of February, A. D. 1893, before me James N. Mitchell, a Notary Public in and for said County and State, came William R. Green and Ballie R. Green his wife 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 January 1896
Recorded Feb 24 A. D. 1893, at 7th o'clock M.

James N. Mitchell Notary Public.

James Brooks Register of Deeds.

C. R. Green and Ballie R. Green 1893 Page 138

The following was endorsed on the original instrument