

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety three between William J. Evans a single man of Lawrence in the County of Douglas and State of Kansas of the first part, and Elizabeth Jones of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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 (is) the West Twenty seven & one fourth North of Wakarusa Creek of Section Number Thirteen South of Range Number Nineteen East and containing One Hundred and thirty three & one fourth 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 William J. Evans doth hereby covenant and agree that at the delivery hereof he 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 whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said William J. Evans to the said party of the second part: for the sum of Fifteen Hundred Dollars payable two years after date for value received with seven per cent interest per annum thence from date until paid interest payable annually

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 her 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 her 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 William J. Evans his administrators heirs and assigns.

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

Signed and delivered in presence of

A. O. Brunner

William J. Evans

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 25th day of February, A. D. 1893, before me L. H. Corrie, a Notary Public in and for said County and State, came William J. Evans a single man 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 Jan - 16th - 1897
Recorded March 14 A. D. 1895, at 9 o'clock P. M.

L. H. Corrie

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument
\$1500.00 May 3-1894 Received of William J. Evans the within named Mortgage
the sum of Fifteen Hundred Dollars in full satisfaction of the within mortgage
Elizabeth Jones
by Thos. C. Jones
Her agent for collection

Recorded May 3rd 1894
James Brooks
Register of Deeds

For Release See Book 39 Page 448