

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twenty third day of March in the year of our Lord one thousand eight hundred and ninety three between Cassius H. Bigelow & Catherine R. Bigelow his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nellie U. Stevens of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four 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 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: Number 142 One hundred forty two Tennessee Street Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Cassius H. Bigelow and wife Catherine R. do hereby covenant and agree that at the delivery hereof they 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 of Four hundred dollars according to the terms of One certain Bond for \$400.00 with 6.00 per cent interest this day executed and delivered by the said Nellie U. Stevens 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 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 Cassius H. Bigelow & Catherine R. Bigelow their heirs and assigns.

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

Signed and delivered in presence of

Cassius H. Bigelow (SEAL.)  
Catherine R. Bigelow (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

Be it Remembered, That on this 23 day of March, A. D. 1893, before me L. I. Steele, a Notary Public in and for said County and State, came Cassius H. Bigelow and Catherine R. Bigelow 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 June 18 1894  
 Recorded March 24 A. D. 1893, at 2 o'clock P. M.

L. I. Steele  
James Brooks  
 Register of Deeds.



The following is index of an original instrument  
 Lawrence Kansas May 28, 1890  
 Received of C. H. Bigelow & Catherine R. Bigelow  
 Four Hundred Dollars in full satisfaction of the within mortgage  
 Nellie U. Stevens  
 Signed May 24, 1890, L. I. Steele, Register of Deeds.  
 Assigned See Book 33 Page 248  
 7400