

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 17th day of May in the year of our Lord one thousand eight hundred and ninety three between E. W. Vaughn & O. A. Vaughn, his wife, of Baldwin in the County of Douglas and State of Kansas of the first part, and E. C. Gore of Lawrence Douglas Co Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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: Lot Number Twenty eight on Ninth Street Baldwin City, County & State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. W. Vaughn & O. A. Vaughn 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 of Twenty dollars according to the terms of one certain Promissory note this day executed and delivered by the E. W. Vaughn & O. A. Vaughn to the said party of the second part: Said note due December 25th 1893. and drawing 10% Interest after maturity

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 E. W. Vaughn & O. A. Vaughn heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

E. W. Vaughn (SEAL.)
O. A. Vaughn (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of May, A. D. 1893, before me a Justice of the Peace, a Notary Public in and for said County and State, came E. W. Vaughn & O. A. Vaughn 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 W. Bristow Justice of the Peace
Recorded May 23 A. D. 1893, at 9⁴⁵ o'clock A.M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the file thereby created, discharged.
attest: E. C. Gore
Recorded December 15th 1893
James Brooks
Register of Deeds