

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of May in the year of our Lord one thousand eight hundred and ninety three between J. A. Motter & Annie E. Motter his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and The Kansas Educational Association of the M. E. Church of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 its 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 the N.W. corner of Sec. 34, Tp. 14, R. 20 & 6th P.M.; South 12th chains; East 18th chains; North 12th chains; West 18th chains to beginning. Being Blocks 53, 54, 55, 56, 57, 58, 59 & 60 in the old town site of Baldwin (now vacated) Douglas Co. Kansas. Containing 27 acres, more or less. All in Sec. 34, Tp. 14, R. 20 & 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. A. Motter & Annie E. Motter 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

Five Hundred Dollars according to the terms of One certain Coupon note this day executed and delivered by the said J. A. Motter & Annie E. Motter to the said party of the second part: Said note contains this clause: "Grantors reserve the privilege of paying \$100.00 or more thereof at any 1st. payment time & the interest on said payments to cease & be credited on the remaining coupons"

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 its executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part its 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 J. A. Motter & Annie E. Motter 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

J. A. Motter (SEAL)

Annie E. Motter (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 26th day of May, A. D. 1893, before me

State, came J. A. Motter & wife Annie E. Motter 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 Dec 9 1893

Recorded May 26 A. D. 1893, at 5 o'clock P.M.

Joseph Pittman Notary Public

James Brooks Register of Deeds

The following is endorsed on the original instrument
Sep. 12th 1893 Received of J. A. Motter & wife Annie E. Motter the within mortgage of Five Hundred Dollars and 27 acres of land, being part of the old town site of Baldwin, Kas. Ed. Association of M. E. Church

Recorded September 12th 1893
James Brooks
Register of Deeds

