

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 15<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety three between O. R. Lehus and R. M. Lehus her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Lydia Lehus of Shawnee County Kansas of the second part,

**Witnesseth**, That the said party all of the first part in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, had sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part all 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 North half of Lots One hundred and twenty two (122) One hundred and twenty four (124) One hundred and twenty six (126) One hundred and twenty eight (128) One hundred and thirty (130) and One hundred and thirty two (132) one Indian Street, Baldwin City, Kansas subject to a prior mortgage of \$800. given to the Loan Association of Lawrence Kan. also Lot One (1) and 6 1/2 North West quarter of Section Seven (7) Twp. twenty two (22) Range 25 in Hodgman County, State of Kansas, this subject to a Mortgage of \$450. given the Davidson Mortgage Co. of Wichita Kansas. with all the appurtenances, and all the estate, title and interest of the said party all of the first part therein. And the said O. R. Lehus and R. M. Lehus 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 Except the Mortgage heretofore mentioned, One for \$800 and one for \$450.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars Principal & Interest according to the terms of Two certain Promissory Notes this day executed and delivered by the said O. R. Lehus & R. M. Lehus to the said party of the second part: Notes in substance as follows, One Note for \$200. payable in One year from date, and One Note for \$200 payable in two years from date, both drawing 8% interest payable semi annually. Interest Coupon Notes attached, bearing 10% Int after maturity until paid. 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 heirs 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 O. R. Lehus & R. M. Lehus heirs and assigns.

**In Witness Whereof**, The said party all of the first part, had hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

O. R. Lehus (SEAL.)R. M. Lehus (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 21<sup>st</sup> day of May, A. D. 1893, before me J. C. Hair, a Notary Public in and for said County and State, came O. R. Lehus and R. M. Lehus wife & husband 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 Aug - 3 - 1896Recorded June 3 A. D. 1893, at 6 o'clock M.

Notary Public,

Register of Deeds.

The following is endorsed on the Original Instrument  
 54110  
 Received of M. J. Goodnight the sum of Four hundred and sixteen  
 and 00/100 Dollars in full satisfaction of the within mortgage  
 Lydia Lehus  
 Nov. 15, 1893.  
 James Brooks  
 By Goodnight

Recorded Dec. 31, 1897

