

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 26th day of June in the year of our Lord one thousand eight hundred and ninety three between John F. Badesky and Elizabeth Badesky his wife of Twin Mound in the County of Douglas and State of Kansas of the first part, and N. F. March of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and twenty five 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: North West Quarter of the North West Quarter of Section No Seven (7) in Township No. Fourteen (14) South of Range No. Eighteen (18) East.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John F. Badesky & Elizabeth Badesky 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 and that they will warrant and defend the same in the quiet and peaceable possession of 2nd party his heirs or assigns forever against all persons claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and twenty five Dollars according to the terms of one certain promissory note this day executed and delivered by the said John F. Badesky and Elizabeth Badesky to the said party of the second part: payable in two years with interest as evidenced by four coupons attached to said note and interest after maturity or default at the rate of five per cent per annum untill 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 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 John F. Badesky and Elizabeth Badesky their 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

John F. Badesky (SEAL.)
Elizabeth Badesky (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 26 day of June, A. D. 1893, before me J. I. Steele, a Notary Public in and for said County and State, came John F. Badesky and Elizabeth Badesky 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 J. I. Steele Notary Public.
 Recorded July 28 A. D. 1893, at 9⁵² o'clock - M.

James Brooke
 Register of Deeds.

*The following is enclosed and the original is returned
 The note herein described having been paid in full, this mortgage is hereby released, and the same hereby created discharged. As witness my hand, this
 10th day of January A.D. 1900.
 Wm. H. Henshaw, President Merchants Loan & Savings Bank.
 Personally appeared to me and for said party of the first part, John F. Badesky and Elizabeth Badesky, who are the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same, this 10th day of January A.D. 1900.
 D. M. Henshaw, Notary Public.
 Charged with the discharge of the same, this 10th day of January A.D. 1900.*