

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Ninth day of August in the year of our Lord one thousand eight hundred and ninety three between Harriett R. Ellis and T. R. Ellis husband of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said part 1st 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 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: Beginning at a point Nineteen (19) Chains and twenty (20) links South of the North West corner of the North West Quarter (1/4) of Section Thirty Six (36) Township Twelve (12) South of Range Nineteen (19) East of the 6th PM running thence South One hundred and eighty (180) feet thence East Two hundred and forty two (242) feet thence North One hundred and eighty (180) thence West Two hundred and forty two (242) feet to place of beginning One (1) acre of land, more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Harriett R. Ellis and T. R. Ellis 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 Insured in favor of Mortgage

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 Note & Eight Coupons this day executed and delivered by the said Harriett R. Ellis and T. R. Ellis to the said party of the second part: his heirs or assigns.

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 Harriett R. Ellis her heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Harriet R. Ellis (SEAL.)
T. R. Ellis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of August, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came Harriett R. Ellis and T. R. Ellis

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 April 28 1895 John M. Newlin Notary Public.
Recorded Aug 9 A. D. 1893, at 2 o'clock P M.

James Brooks Register of Deeds.

Released See Book 33 Page 323