

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this third day of August in the year of our Lord one thousand eight hundred and ninety three between C. H. Bigelow and Catherine R. Bigelow his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Kate G. Allen of the second part,

Witnesseth, That the said party us of the first part in consideration of the sum of Two thousand 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 her 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 One hundred and forty (140) Tennessee Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Two Thousand Dollars with interest thereon at the rate of eight per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part:

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 her 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 her 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Louis F. Delig

C. H. Bigelow

Catherine R. Bigelow

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 3rd day of August, A. D. 1893, before me Louis F. Delig, a Notary Public in and for said County and State, came C. H. Bigelow and Catherine R. Bigelow 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 December 1 1893

Recorded Aug 14 A. D. 1893, at 2²⁰ o'clock P. M.

Louis F. Delig

Notary Public.

James Brooks

Register of Deeds.

The following is enclosed in the original instrument -
12000.
Received of C. H. Bigelow & Catherine R. Bigelow, the within named mortgagors the sum of two thousand and 00/100 Dollars in full satisfaction of the within mortgage.
Margaret H. Bigelow

Recorded June 13-1901
C. H. Bigelow
Register of Deeds
By Alice B. Soprenaud
Deputy
Assigned the Book 35, Page 29.

