

JOURNAL CO. LAWRENCE, KAN.

**This Indenture**, Made this sixth day of September in the year of our Lord one thousand eight hundred and ninety three between T. J. Keohane and Sophia Keohane his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Mary E. Butler of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Four 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 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: Lots No Sixty eight (68) and Twenty (70) on Grove Street Baldwin City Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said T. J. Keohane do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Four hundred and Twenty five dollars according to the terms of One certain Promissory note this day executed and delivered by the said T. J. Keohane to the said party of the second part: The said note payable five years from date with interest at ten per cent per annum from date. Interest payable annually.

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 T. J. Keohane his 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

M. Kuff

T. J. Keohane  
Sophia Keohane

(SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

**Be it Remembered**, That on this 6 day of September, A. D. 1893, before me J. Y. Thompson, a Notary Public in and for said County and State, came T. J. Keohane and Sophia Keohane Husband and 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 July 3 1895  
Recorded Sept 8 A. D. 1893, at 10<sup>40</sup> o'clock A. M.

J. Y. Thompson  
James Brooks

Notary Public.  
Register of Deeds.

The following was indorsed on the original instrument  
Record of T. J. Keohane, the within name mortgages  
the sum of Four hundred twenty five dollars  
in full satisfaction of the within mortgage

Mary E. Butler

Recorded Nov. 11. 1893  
Y. B. Savinman, Register of Deeds  
Per J. H. Fisher Dep.

