

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 9 day of August in the year of our Lord one thousand eight hundred and ninety three between Belle N. Myers and T. B. Myers her husband of Douglas in the County of Douglas and State of Kansas of the first part, and Ann Beal of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen Hundred and fifty 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: The South Ten (10) acres of the East Thirty (30) acres of South half (1/2) of North east quarter of Section Thirty five (35) Township Twelve (12) Range Nineteen (19) This Mortgage being given to secure the payment of a portion of the purchase money for said above described premises.

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 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 Fifteen Hundred and Fifty Dollars according to the terms of two certain Promissory Notes this day executed and delivered by the said Belle N. and T. B. Myers to the said party of the second part: payable Three Hundred (\$300) Dollars on or before One year from date and Twelve Hundred and fifty (\$1250) Dollars on or before Five (5) years from date with interest at the rate of seven (7) per cent per annum payable annually at Law. Nat. Bk Lawrence, Ks. 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 Belle N. Myers her 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

Belle N. Myers (SEAL)
T. B. Myers (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 9 day of August, A. D. 1893, before me Alfred Whitman, a Notary Public in and for said County and State, came Belle N. Myers and T. B. Myers her 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 January 17 1895
 Recorded Sept 11 A. D. 1893, at 8 o'clock A. M.

Alfred Whitman
 Notary Public.

James Brooks
 Register of Deeds.

The following is indorsed on the Original Instrument
 Received of Belle W. Myers & T. B. Myers the within named mortgagee the sum of
 Fifteen Hundred and fifty dollars in full satisfaction of the within mortgage.
 Ann Beal
 April 14, 1897
 \$1550.00

Recorded April 14, 1897
 Deputy Register of Deeds
 J. E. Brooks

