

JOURNAL CO. LAWYERS' EAM

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety Three between Nelson O. Stevens and Lucetta D. Stevens his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and L. H. Corse of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Thousand Five Hundred (\$3500) 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: The North half of the South East Quarter of Section Number Twenty four 24 in Township Number Twelve 12 South of Range Number Nineteen 19 East and beginning at the South West corner of said North half of the South East quarter of said Section Twenty four running thence East along the South line of said North half Forty nine 49 rods thence South Two rods and Twenty links thence West Forty nine rods thence North Two rods and Twenty links to the place of beginning all in Section Twenty four in Township Twelve South of Range Nineteen East the Lot Number One in Section Number Nineteen 19 in Township Number Twelve 12 South of Range Number Twenty 20 East of both Principal Meridian and containing One Hundred and thirty six acres more or less subject to the right of way so used and occupied by the Lawrence & Corbett Railroad Company 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 Three Thousand Five Hundred (\$3500) Dollars being part purchase money of above granted premises according to the terms of One certain Mortgage Note and this day executed and delivered by the Parties of the first part to the said party of the second part: Said note dated at Lawrence Kansas September First 1893 and made due and payable on or before Three years after date at the Douglas County Bank with interest at the rate of seven per cent per annum from date payable annually. Value received.

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 Parties of the first part their heirs and assigns.

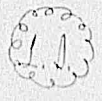
In Witness Whereof, The said parties of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Nelson O. Stevens (SEAL.)
Lucetta D. Stevens (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 25th day of September, A. D. 1893, before me a Notary Public in and for said County and State, came Nelson O. Stevens and Lucetta D. Stevens 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 July 22 1897
Recorded Sept 25 A. D. 1893, at 4 o'clock M.

N. F. March Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument
\$3500. Lawrence, Ks. Dec. 11 1893. Received of N. O. Stevens the within named
Wingazoo the sum of thirty five hundred dollars in full satisfaction of the
within mortgage
L. H. Corse

Recorded December 12th 1893
James Brooks
Register of Deeds