

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fourth day of October in the year of our Lord one thousand eight hundred and ninety three between Abigail Kart (unmarried) of Grant in the County of Douglas and State of Kansas of the first part, and Charles Gaskill of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred (\$200.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 east quarter (less a strip thirty feet wide on the east side thereof) of the North West quarter fractional of Section No thirteen (13) in Township No Twelve (12) of Range No nineteen (19) in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Abigail Kart do and hereby covenant and agree that at the delivery hereof she 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 Two Hundred dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Abigail Kart to the said party of the second part: and payable on or before two years after date, with interest payable annually at seven per cent per annum.

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 Abigail Kart her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Chas ChadwickAbigail Kart

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

Be it Remembered, That on this 11 day of October, A. D. 1893, before me Charles Chadwick, a Notary Public in and for said County and State, came Abigail Kart (unmarried) to me personally known to be the same person— 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 Sept 11 1895Recorded Oct 11 A. D. 1893, at 10 o'clock A—M. Douglas Co. Kans.Chas Chadwick

Notary Public.

James Brooks

Register of Deeds.

The following is true and correct on original instrument  
Received of N. H. & Miller & Co. of the within named mortgagors the sum of One Hundred & thirty four dollars and no cents in full satisfaction of the within mortgage.  
Recorded March 13, 1896 James Brooks Register of Deeds  
J. W. Carmichael Deputy