

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and Ninety three between John Hefner and Sophia Hefner wife of Globe in the County of Douglas and State of Kansas of the first part, and John F. Whitlock of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One 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 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 South West Quarter (1/4) of the North East quarter (1/4) of Section Four (4) Township Fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Hefner and Sophia Hefner 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 Excepting One Mortgage of Five hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said John Hefner and Sophia Hefner 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 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 John Hefner his heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

John Hefner  
Sophia Hefner

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 26<sup>th</sup> day of October, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came John Hefner and Sophia Hefner 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 April 28 1895

Recorded Nov 10 A. D. 1893, at 10<sup>30</sup> o'clock M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

See Book 29 Page 397 for release of this mortgage.