

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixteenth day of November in the year of our Lord one thousand eight hundred and ninety three between Charlie C. Meairs and Eddie J. Meairs (unmarried men) of Lawrence in the County of Douglas and State of Kansas of the first part, and Guy Bennett of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred 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 undivided three tenths (3/10) of the North East quarter (1/4) of Section twenty four (24) Township thirteen (13) Range nineteen (19) Being the interest of parties of the first part in said North East quarter of Section twenty four Township thirteen Range nineteen

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charlie C. Meairs and Eddie J. Meairs 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 Two hundred according to the terms of One certain Promissory Note this day executed and delivered by the said Charlie C. Meairs and Eddie J. Meairs 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 Charlie C. Meairs and Eddie J. Meairs or their 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

Charlie C. Meairs (SEAL.)
E. J. Meairs (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of November, A. D. 1893, before me H. E. Benson, a Notary Public in and for said County and State, came Charlie C. Meairs and E. J. Meairs 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 Jan 18 1895 H. E. Benson Notary Public.
Recorded Nov 16 A. D. 1893, at 3rd o'clock P. M.

James Brooks
Register of Deeds.

The following is indexed on original and returned in consideration of full payment of the within mortgage I hereby release the same this 15 day of March 1894

Guy Bennett
By H. P. Clarke Agent
Recorded March 13, 1894 at 9:15 o'clock AM James Brooks Register of Deeds