

JOURNAL OF LAWRENCE KAN

This Indenture, Made this Nineteenth day of December in the year of our Lord one thousand eight hundred and ninety three between Gilbert H. Morgan and Rachel E. Morgan his wife of Grant Township in the County of Douglas and State of Kansas of the first part, and J. D. Robinson of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five 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 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 North West quarter (less five (5) acres in the North West corner thereof) of the North West Quarter of Section No Nine (9) in Township No Twelve (12) South of Range No Twenty (20) East of the 6th M. containing thirty five acres of land, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Gilbert H. Morgan do hereby covenant and agree that at the delivery hereof he 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

Five hundred dollars according to the terms of two certain promissory notes this day executed and delivered by the said Gilbert H. Morgan to the said party of the second part: for two hundred and fifty dollars each due in two (2) and three (3) years respectively from January 1, 1894, 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 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 part 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 Gilbert H. Morgan his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Gilbert H. Morgan (SEAL.)
Rachel E. Morgan (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 19th day of December, A. D. 1893, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Gilbert H. Morgan and Rachel E. Morgan his wife 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 March 1st 1896
Recorded Dec 21 A. D. 1893, at 10 o'clock M.

Joseph E. Riggs Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument:
There is herein described having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. As witness my hand, this 17th day of April A.D. 1901.

J. D. Robinson

Recorded April 17-1901
J. D. Robinson
Register of Deeds
J. D. Robinson
Deputy