

This Indenture, Made this sixth day of December in the year of our Lord one thousand eight hundred and ninety three between Edmund K. Eaton and Nancy E. Eaton husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. D. Bowersock of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of ten thousand Dollars (\$10,000.00) 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 southeast quarter of section ten (10) in Township fifteen (15) south, of range twenty (20) east of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edmund K. Eaton and Nancy E. Eaton 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 except a certain mortgage securing the payment of the sum of \$7,000.00 to which this mortgage is second and subsequent

This grant is intended as a mortgage to secure the payment of the sum of ten thousand Dollars (\$10,000.00) according to the terms of one certain promissory note this day executed and delivered by the said Edmund K. Eaton and Nancy E. Eaton to the said party of the second part: dated April 30th 1893 payable at The Lawrence National Bank, Lawrence Kansas twelve months after said date with interest at ten per cent. per annum from date until paid

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 Edmund K. Eaton his 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

Edmund K. Eaton (SEAL.)

Nancy E. Eaton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of December, A. D. 1893, before me J. E. Hair, a Notary Public in and for said County and State, came Edmund K. Eaton and Nancy E. Eaton, husband and 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 Aug 3 1896

Recorded Dec 26 A. D. 1893, at 9th o'clock M.

J. E. Hair

Notary Public.

James Brooks
Register of Deeds.

For Release See Book 31 Page 98