

This Indenture, Made this 25 day of January in the year of our Lord one thousand eight hundred and ninety four between Sarah E. Pence and Samuel Pence her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and E. Dibble of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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: North half (1/2) of South East Quarter (1/4) Sec Thirty two (32) Town fourteen (14) Range twenty (20) Also fifteen (15) Acres described as follows: Beginning twenty six (26) Rods North of the South East corner of Sec. twenty (20) Town fourteen (14) Range twenty (20) and running West Eighty (80) Rods thence North Thirty (30) Rods thence East eighty (80) Rods thence South thirty (30) Rods to place of beginning. Also Twenty (20) Acres described as follows: Beginning at the South west corner of the North East Quarter (1/4) of Sec. Thirty two (32) Town fourteen (14) Range twenty (20) and running East fifty (50) Rods North Sixty four (64) Rods thence South Sixty four (64) Rods to the place of beginning all in Douglas County Kansas and containing One hundred and fifteen (115) Acres 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 Sarah E. Pence and Samuel Pence 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 One thousand dollars according to the terms of one certain promissory note this day executed and delivered by the said Sarah E. Pence and Samuel Pence to the said party of the second part: Said note due five years after, and drawing interest at the rate of 8% per annum from date, according to the tenor of five coupon notes thereto attached

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 Sarah E. Pence and Samuel Pence heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Sarah E. Pence (SEAL.)  
Samuel Pence (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25 day of Jan, A. D. 1894, before me a Justice of the Peace, a Notary Public in and for said County and State, came Sarah E. Pence and Samuel Pence 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 189  
Recorded Jan 29 A. D. 1894, at 4:35 o'clock P.M.

N. Bristow  
Justice of the Peace  
James Brooks  
Register of Deeds

The following is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds of Douglas County, Kansas, and is hereby acknowledged and certified to by me, the Register of Deeds, on this 10th day of January, A.D. 1894.  
Attest  
R. A. Dibble  
Register of Deeds

Recorded Feb 2nd 1894  
W. H. Fox near Register of Deeds  
P. H. Swift  
Assigned See Book 33 Page 361