

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Second day of January in the year of our Lord one thousand eight hundred and ninety four between Francis L. Beard and Laura L. Beard wife of Baldwin in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said part III of the first part in consideration of the sum of six 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 West half (1/2) of South half (1/2) of North East quarter (1/4) Section Ten (10) Township Fifteen (15) Range Twenty (20) Begin at the North East corner of North West quarter (1/4) of Section Ten (10) Township Fifteen (15) Range Twenty (20) West Twenty (20) feet South Eighty (80) rods East Twenty (20) rods North Eighty (80) rods to Beginning containing Ten acres

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said Francis L. Beard and Laura L. Beard 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 Insured in favor of Mortgage in sum of four hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of six hundred and fifty Dollars according to the terms of One certain Notes in Coupons this day executed and delivered by the said Francis L. Beard and Laura L. Beard to the said party of the second part: his heirs or assigns

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 Francis L. Beard his heirs and assigns.

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

Signed and delivered in presence of

J. Y. ThompsonFrancis L. Beard

(SEAL.)

Laura L. Beard

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 22<sup>nd</sup> day of Jan, A. D. 1894, before me J. Y. Thompson a Notary Public in and for said County and State, came Francis L. Beard and Laura L. Beard 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 July 3<sup>rd</sup> 1895Recorded Jan 30 A. D. 1894, at 7<sup>th</sup> o'clock P. M.J. Y. Thompson

Notary Public.

James Brissett

Register of Deeds.

(Assigned See Book 3 Page 327) (Ordained See Book 3 Page 501)