

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety four between R. M. Morrison and E. S. Lemon of Lawrence in the County of Douglas and State of Kansas of the first part, and William Morrison of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: The East thirty five (35) acres of the South half of the South East quarter of Section Six (6) Township Thirteen (13) Range twenty (20) also all that part of the South five (5) acres of the West twenty (20) acres of the East (40) forty acres of the North half of the South East quarter of Section Six (6) Township (13) Thirteen Range twenty (20) lying East of the Right of way of what was formerly the L. L. and G. Railroad containing the aggregate 40 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 R. M. Morrison and E. S. Lemon 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 six thousand dollars or before five years from date with interest at the rate of eight per cent per annum according to the terms of One certain promissory note this day executed and delivered by the said R. M. Morris and E. S. Lemon to the said party of the second part: being given to secure a part of the purchase money for said premises it being intended that payment of any amount can be made on said note at any time

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 R. M. Morrison and E. S. Lemon, their heirs and assigns.

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

Signed and delivered in presence of

Geo. A. Banks

R. M. Morrison

(SEAL.)

E. S. Lemon

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 1st day of March, A. D. 1894, before me Geo. A. Banks, a Notary Public in and for said County and State, came R. M. Morrison and E. S. Lemon

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 Dec 1st 1896

Recorded March 1st A. D. 1894, at 5<sup>30</sup> o'clock P. M.

Geo. A. Banks

Notary Public.

James Brooks

Register of Deeds.

The following is sworn on original instrument  
 Lawrence Kan. July 23<sup>d</sup> 1894  
 Received of R. M. Morrison the sum of Six thousand Dollars in full satisfaction of the within mortgage.  
 Recorded July 23. 1894 at 11<sup>30</sup> o'clock P. M. James Brooks Register of Deeds  
 William Morrison  
 E. S. Lemon