

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 18 day of April in the year of our Lord one thousand eight hundred and ninety four between Milton E. Bond and Lucie Bond husband and wife of Clinton in the County of Douglas and State of Kansas of the first part, and Mary Victoria Cartwright of the second part,

Witnesseth, That the said parties 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: Beginning at the South west Corner of the Northwest quarter of Section Twenty nine (29) Township Thirtieth (30) Range Nineteen (19) East One hundred and thirty three (133) Rods and two (2) feet North to intersect a line running from the Northeast Corner to Southwest Corner of said quarter section. Southwest on said line to beginning (3) acres more or less. This Mortgage being given to secure the payment of a portion of the purchase money for said above described premises.

And the said parties of the first part 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 Five Hundred and no/100 Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Milton E. and Lucie Bond to the said party of the second part: payable Three (3) years from date at The Merchants National Bank of Lawrence Kansas with interest at the rate of Seven (7) per cent per annum payable Semi-annually

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 party 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 Milton E. and Lucie Bond their 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

Milton E. Bond (SEAL.)
Lucie Bond (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 18 day of April, A. D. 1894, before me Alfred M. Hitman, a Notary Public in and for said County and State, came Milton E. Bond and Lucie Bond husband and wife to me personally known to be the same person^s 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 January 17 18 95Recorded April 19 A. D. 1894, at 9:15 o'clock A. M.Alfred M. Hitman

Notary Public

James Brooks

Register of Deeds

Released on the margin of the assignment by mistake.

For assignment see Book 31 Page 2