

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 6 day of June in the year of our Lord one thousand eight hundred and ninety four between John Burri unmarried of Lecompton in the County of Douglas and State of Kansas of the first part, and Luella H. Burlingame of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: The West half (1/2) of the North east quarter (1/4) of Section Two (2) Township Twelve (12) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John Burri do hereby covenant and agree that at the delivery hereof he is the lawful owner - 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 Seven Hundred DOLLARS according to the terms of One certain Promissory note this day executed and delivered by the said John Burri to the said party of the second part: payable Five (5) years from date at the Douglas County Bank of Lawrence Kansas with interest at the rate of Eight (8) 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 John Burri heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John Burri (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 6 day of June, A. D. 1894, before me Alfred Whitman a Notary Public in and for said County and State, came John Burri (unmarried)

to me personally known to be the same person 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 17 1895Recorded June 15 A. D. 1894, at 11:55 o'clock P.-M.Alfred Whitman

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument

\$700.00 June 10th 1898.

It is noted by John Burri the within named Mortgagee.

The sum of Seven Hundred and - Dollars in full

of the purchase of the within Mortgage

Luella H. Burlingame, by H. E. Burlingame, Attorney

L. H. Burlingame, Minister of Deeds.

Recorded July 27th 1898.