

JOURNAL CO., LAWYERS, KANSAS

This Indenture, Made this 25th day of July in the year of our Lord one thousand eight hundred and ninety four between Ellen A. Bavey (single) of Grant Tp. in the County of Douglas and State of Kansas of the first part, and N. D. Hoyt of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred and Seventy five (\$375.00) DOLLARS, to her 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 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 South Seven and One half (7 1/2) Acres of the following tract of land viz: Beginning at a point twenty (20) rods North of the South West Corner of the North East quarter of Section Nineteen (19) in Township Twelve (12) South of Range Twenty (20) East; thence East Eighty (80) rods; thence North thirty five (35) rods; thence West Eighty (80) rods; thence South to the place of beginning in said County & State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Ellen A. Bavey do hereby covenant and agree that at the delivery hereof she 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 Three Hundred and Seventy five (\$375.00) Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Ellen A. Bavey to the said party of the second part: payable at the Douglas County Bank Lawrence Kansas, on or before five years from date, with interest thereon at the rate of eight per cent per annum from date, interest payable semi-annually on the first day of Oct & April of each year 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 Ellen A. Bavey her heirs and assigns.

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

Signed and delivered in presence of

Ellen A. Bavey (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of July, A. D. 1894, before me N. C. Spangler, a Notary Public in and for said County and State, came Ellen A. Bavey a single woman 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 Aug. 15th 1894Recorded Aug. 14 A. D. 1894, at 11¹⁵ o'clock A. M.

Notary Public.

Register of Deeds.

The following is indorsed on the original instrument
Oct. 27th 1896. The note herein described having been paid
in full, this mortgage is hereby released and the same is discharged
N. D. Hoyt

Recorded October 31, 1896
James Brooks

Register of Deeds

