

This Indenture, Made this 7th day of July in the year of our Lord one thousand eight hundred and ninety four between R. M. Morrison and Ida C. Morrison husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. J. 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 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 East Thirty five (35) acres of the South half of South East quarter of Section Six (6) Township Thirteen (13) Range Twenty (20) and all that part of the South five (5) acres of the west twenty (20) acres of the east Forty (40) acres of the North half of said South East quarter of Section Six (6) Township Thirteen (13) Range Twenty (20) lying east of the right of way as taken by or for the Leavenworth, Lawrence and Galveston R. R. Co.

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 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 six thousand Dollars on or before five years after date with interest payable annually at the rate of six per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said R. M. Morrison to the said party of the second part:

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 R. M. Morrison his heirs and assigns.

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

Signed and delivered in presence of

Gio R. Banks

R. M. Morrison

Ida C. Morrison

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 7th day of July, A. D. 1894, before me Gio R. Banks Notary Public in and for said County and State, came R. M. Morrison and Ida C. Morrison 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 Dec - 1st 1896

Recorded Sept 1 A. D. 1894, at 9⁵⁰ o'clock M.

Gio R. Banks

Notary Public.

James Brooke
Register of Deeds.

(For assignment see Book 29 Page 380-)
(For assignment see Book 33 Page 37)-(For Release see Book 33 Page 38)