

This Indenture, Made this 24 day of July in the year of our Lord one thousand eight hundred and ninety four between

Mr Meserhimer  
of Marion in the County of Douglas and State of Kansas  
of the first part, and Elizabeth M. Bailey  
of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of One Hundred & fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part all 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: East 60<sup>a</sup> of North 1/4 of North East 1/4 of Section 27, Township 14 of Range 18 East of the 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mr Meserhimer doth 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 except a certain Mortgage given to Willard G. Holmes of this City Mo in amount \$700<sup>00</sup>

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred & fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Party of the first part to the said party of the second part: and of even date herewith in amount \$750<sup>00</sup> with interest at 8% from date until paid, due 3 month after date

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 or 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 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Party of the first part or his 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

Hugh Blair

Mr Meserhimer (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 24 day of July, A. D. 1894, before me, Hugh Blair, a Notary Public in and for said County and State, came Mr Meserhimer a single man

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.

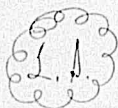
My commission expires 24 Dec 1897

Recorded Nov 15 A. D. 1894 at 5 o'clock P. M.

Hugh Blair

Notary Public

James Brooks  
Register of Deeds



The following is indorsed on original instrument