

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of January in the year of our Lord one thousand eight hundred and ninety four between Dorral Booker and Mary M. Booker (wife) of Medea in the County of Douglas and State of Kansas of the first part, and Frank H. Blaney of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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 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 East quarter (1/4) of Section Thirteen (13) Township Fifteen (15) Range Thirteen (13) except the following described tract, begin at the South East Corner of said quarter (1/4) Section Thirteen (13) Forty three (43) rods thence North 9° East forty rods continuing North 9° 30' East 40 rods to the line between the North and South halves of said quarter Section Thirteen (13) rods and 14 links North Var 10° West 80 rods to the one half Section line thence East with said half Section line to center of said Section, 60 chains and one link more or less thence South with said half Section line 160 rods to beginning continuing 51 acres and 17 poles, the land hereby conveyed being 108 and 4/5 acres more or less. with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Dorral Booker and Mary M. Booker 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 Three hundred and fifty Dollars according to the terms of one certain Note & eight Coupons this day executed and delivered by the said Dorral Booker and Mary M. Booker to the said party of the second part: his heirs or assigns.

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 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 Dorral Booker his 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 John M. Newlin Dorral Booker (SEAL.) Mary M. Booker (SEAL.) (SEAL.) (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 2 day of January, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Dorral Booker and Mary M. Booker 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 April 28 1895.  
Recorded Jan 3 A. D. 1895 at 11 o'clock A. M.

John M. Newlin Notary Public  
James Brooks Register of Deeds

This conveyance is recorded on the original instrument.  
The note herein described herein been paid in full, this mortgage is hereby released and the like thirty copies are discharged.  
Attest my hand, this 22<sup>nd</sup> day of October A.D. 1897  
J. A. Johnson  
Recorded November 4th 1897  
James Brooks

