

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of June in the year of our Lord one thousand eight hundred and ninety five between B. M. Gregory and Mrs B. M. Gregory (wife) of Lamotte in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred 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: East half (1/2) of North East quarter (1/4) of Section Twenty three (23) Township twelve (12) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said B. M. Gregory and Mrs B. M. Gregory 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 except one mortgage of Fifteen Hundred Dollars (\$1500.00)

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of One certain Mortgage Bond this day executed and delivered by the said B. M. Gregory and Mrs B. M. Gregory to the said party of the second part: his heirs and 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 B. M. Gregory his heirs and assigns.

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

Signed and delivered in presence of

R. S. MasonB. M. Gregory

(SEAL.)

Mrs B. M. Gregory

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of June, A. D. 1895, before me, N. A. Churchill a Notary Public in and for said County and State, came B. M. Gregory and Mrs B. M. Gregory his wife 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 16 1896Recorded June 5 A. D. 1895 at 10³⁰ o'clock A. M.N. A. Churchill

Notary Public.

James Brooks
Register of Deeds.

The following is inclosed in Original Instrument.
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged.
Attest As witness my hand this 9th day of June A.D. 1895
John M. Newlin Mary J. Bailey
Recorded June 9, 1895
Dep't Register of Deeds