

JOURNAL

This Indenture, Made this Thirtieth day of June in the year of our Lord one thousand eight hundred and ninety four between Susan Mc Donald and N. J. Mc Donald (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Four hundred DOLLARS, to Susan duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 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 North 1/2 One half of Lots 43-45-47-Jersey St. Baldwin
North 1/2 Eighty three-Eighty five & Eighty seven

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Susan Mc Donald & N. J. Mc Donald 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 Four hundred dollars according to the terms of One certain Note & Six Coupons attached this day executed and delivered by the said Susan Mc Donald & N. J. Mc Donald to the said part of the second part: The Insurance on property to be kept on property and in favor of mortgage by parties of the first 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 part 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 part 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 part making such sale on demand to the said Susan Mc Donald & N. J. Mc Donald their heirs and assigns.

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

Signed and delivered in presence of

Susan Mc Donald (SEAL)
N. J. Mc Donald (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 17 day of June, A. D. 1895, before me, J. E. Hair, a Notary Public in and for said County and State, came Susan Mc Donald and N. J. Mc Donald her husband 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. 3 1896. J. E. Hair Notary Public.
Recorded June 17 A. D. 1895 at 5 o'clock P. M.

James Brooks
Register of Deeds.

The following is returned on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 16th day of Decem. A.D. 1904
Mrs. Susan C. Smith

Assigned See Book 87 Page 141

Recorded Dec 16th 1904
J. E. Hair
Register of Deeds.