

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and ninety four between Clark McChetum and his wife Josephine McChetum of Liberty in the County of Douglas and State of Kansas of the first part, and Sherman A. Harvey of Douglas County, Kansas of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of One 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 tractor parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North 1/2 of the South West Fractional 1/4 of Section Thirty-five (35) Township Thirtieth (23) Range Six (6) containing sixty four and 2/3 (64 2/3) acres more or less all of which is in the aforesaid County, and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Clark McChetum and his wife Josephine McChetum 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 and that they the said parties of the first part will warrant and defend the same in the quiet possession of the said party of the second part his heirs and assigns forever against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of according to the terms of a certain Promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: and provided that if the said party of the first part their heirs executors or administrators shall pay unto the said party of the second part his heirs, assigns, executors or administrators the sum of One hundred dollars according to note with interest aforesaid and keep the said property insured 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, appraisalment 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 parties of the first part their 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

F. J. Savage  
A. M. Langston

Clark McChetum (SEAL.)  
Josephine McChetum (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

**Be it Remembered,** That on this 25<sup>th</sup> day of June, A. D. 1895, before me, L. D. Steele, a Notary Public in and for said County and State, came Clark McChetum and Josephine McChetum his 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 June 18 1898Recorded July 11 A. D. 1895 at 2<sup>30</sup> o'clock P. M.

Notary Public.

James Brooks  
Register of Deeds.

*The following is endorsed 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 9 day of September A. D. 1895  
Sherman A. Harvey*

*Recorded September 9th 1895  
James Brooks  
Register of Deeds*

*25*