

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 8th day of November in the year of our Lord one thousand eight hundred and ninety five between Joseph Morley and Rachel A. Morley his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William L. Smith of the same place 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: Beginning at a point 371 feet North of the South East corner of the South West quarter (21) of Section (34) Thirty four Town Eleven (11) Range Eighteen (18) and running thence North 147 feet thence West 416 feet thence North 310 feet thence West 47 rods to the Middle of Cotton Creek thence following the meanderings of said Creek South to a point directly west of place of beginning thence due East 69 1/2 rods to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Morley and Rachel A. Morley 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 Two hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Joseph Morley and Rachel A. Morley to the said party of the second 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 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 Joseph Morley and Rachel A. Morley 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

Joseph Morley (SEAL.)
Rachel A. Morley (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 8th day of November, A. D. 1895, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came Joseph Morley and Rachel A. Morley 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 Jan 14 1895
Recorded Nov 9 A. D. 1895 at 9³⁰ o'clock A. M.

J. H. Bonebrake Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument -

Received of Joseph Morley and Rachel A. Morley the sum of two hundred and 100 Dollars - in full satisfaction of the within mortgage -
 Wm. L. Smith - law of
 Wm. L. Smith - deceased
 Wm. L. Smith - Deputy
 Recorded Jan 19- 1901
 Wm. L. Smith
 Wm. L. Smith - Deputy
 Wm. L. Smith - Deputy

