

JOURNAL OF LAWYERS, KAN.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Joseph Simpson and Marietta Simpson (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and J. E. Engle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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 her 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 east fifty (50) acres of the southeast quarter (1/4) of section eighteen (18) Township Thirtieth (13) Range Nineteenth (19).

Rev. Statute 254

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Simpson and Marietta Simpson 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 Fifteen hundred dollars

according to the terms of One certain Note and Ten Coupons this day executed and delivered by the said Joseph Simpson and Marietta Simpson to the said party of the second part her 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 her 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 her 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 of the first part Joseph Simpson and Marietta Simpson making such sale on demand to the said Joseph Simpson and Marietta Simpson heirs and assigns.

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

Sealed
Signed and delivered in presence of

Joseph Simpson (SEAL.)
Marietta Simpson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 20th day of March, A. D. 1890, before me, John M. Newlin, a Notary Public in and for said county and State, came Joseph Simpson and Marietta Simpson 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires April 13th 1903
Recorded March 28 A. D. 1890, at 2⁵⁵ o'clock P. M.

John M. Newlin
Notary Public.
H. A. Soxman
Register of Deeds.

- For assignment see Book 57 Page 232 -

