

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10th day of July in the year of our Lord one thousand eight hundred and ninety nine between S. J. Churchill and Lou Churchill his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and C. H. Loomis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Commencing at the north east corner of the north east quarter of section No. Twenty nine (29) Township 14. South of Range No. Twenty (20) Thence running west one hundred and sixty rods (160) to half section line stone. Thence south ninety-six (96) rods. Thence east one hundred (100) rods. Thence north sixteen (16) rods. Thence east sixty (60) rods. Thence north on section line eighty (80) rods to place of beginning - Containing (90) Acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said S. J. Churchill and Lou Churchill do hereby covenant and agree that at the delivery hereof they are 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

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 this day executed and delivered by the said S. J. Churchill to the said part of the second part: June 30th 1899

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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said S. J. Churchill 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.

S. J. Churchill (SEAL.)
Lou Churchill (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.



Be it Remembered, That on this 10th day of July, A. D. 1899, before me, James Brooks a Notary Public in and for said county and State, came S. J. Churchill and Lou Churchill 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 Nov. 4 1901
Recorded May 21st A. D. 1900, at 8 o'clock A.M.

James Brooks (Notary Public.)
W. H. Saxman (Register of Deeds.)

The following is endorsed on foregoing instrument
\$400.00
January 21st 1901. Received of S. J. Churchill the within named Mortgage note sum of Four hundred Dollars in full satisfaction of the within Mortgage
C. H. Loomis
Recorded January 21st 1901
W. H. Saxman Register of Deeds