

This Indenture, Made this Twenty Third day of February in the year of our Lord one thousand eight hundred and eighty nine between John Leahart unmarried and Daniel Casey and Mary Casey his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John M. Newlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty 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: The North half of Lots Eleven (11) and Twelve (12) in Addition number Eleven (11) North Lawrence Douglas County Kansas being the North One hundred and thirty five and eight tenths 135.8 feet of said Lots 11 & 12

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 One Hundred and Fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: said note due payable one year after date with interest at ten percent semi annually

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 of 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 or their 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

Geo. W. Hackman
Witness to Mark.

John Leahart (SEAL.)
Daniel Casey (SEAL.)
Mary Casey (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 23^d day of February, A. D. 1889, before me, D. F. Hoadley, a Notary Public in and for said County and State, came John Leahart an unmarried man Daniel Casey and Mary Casey 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 March 7th 1892.

Recorded March 15 A. D. 1889, at 4⁵ o'clock P. M.

D. F. Hoadley

Notary Public.

W. B. Brooke
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this

23rd day of Nov. 1889 John M. Newlin
Witness to Mark.

The following is signed on the original instrument
Also on the original described having been paid the mortgage is hereby released, and
the same hereby created discharged. No other any have the 3 day of March A. D. 1893
Recorded March 15-1893
Wm. B. Brooke