

This Indenture, Made this 10 day of September in the year of our Lord one thousand eight hundred and eighty nine between John H. Heman of Arkansas City in the County of Cowley and State of Kansas of the first part, and Mary Mader of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do ~~let~~ 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: Lot No Fifty three 531 on Rhode Island Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John McLean doth 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 except a Mortgage to Mary S. Hamilton for \$300.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars
according to the terms of one certain Note this day executed and delivered by the
said John E. Leman 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 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 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 John McKeivan heirs and assigns.

In Witness Whereof, The said part y of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

STATE OF KANSAS.

County of Cowley

Be it Remembered, That on this 24th day of September, A. D. 1882, before me,
John Andrews, a Notary Public in and for said County and
State, came John Sullivan

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 Oct-5th 1891

Recorded Sept. — 25 — A. D. 1887, at 2²⁵ o'clock P M.

Notary Public

Regulator of Needs

The following account of the mortgage was
 taken out and recorded among him paid in full, this mortgage was hereby released
 and the twenty three dollars charged.
 We the undersigned, on the 27th day of April AD 1892.

Received Aug 12. 1892 of H. W. Lockhart, James Brooks & Reginald of Dicks
H. W. Carmean Agent