

This Indenture, Made this 11th day of October in the year of our Lord one thousand eight hundred and eighty nine between J. P. Clark an unmarried man of Kansas City in the County of Wyandotte and State of Kansas of the first part, and Wm. Evatt of Lawrence Kansas 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 does 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 number One hundred Forty Eight 4451 on Connecticut 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 J. P. Clark hereby covenant and agree that 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

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 promissory note this day executed and delivered by the said J. P. Clark to the said party of the second part: payable on or before two years from date with interest payable annually at ten per cent per annum

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 J. P. Clark heirs and assigns.

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

Signed and delivered in presence of

Geo A. Banks

J. P. Clark

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 11th day of Oct, A. D. 1889, before me, Geo A. Banks, a Notary Public in and for said County and State, came J. P. Clark an unmarried man 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 Dec 12 1892.

Geo A. Banks

Notary Public.

Recorded Oct 11 A. D. 1889, at 50 o'clock P. M.

James Brooks

Register of Deeds.

This instrument is enclosed in the original instrument. The notes have been described having been paid in full. This mortgage is hereby released and the lien thereby created is hereby discharged. J. P. Clark

Recorded Oct 11 1889
J. P. Clark
Register of Deeds

(For Release see Book 35 Page 8)