

MORTGAGE-RECORD

P. T. Foley, Print Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 31<sup>st</sup> day of March in the year of our Lord one thousand eight hundred and eighty ninety between Isaac Johnson and Leanna Johnson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Howard P. Ray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventy five 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: Lot number Six (6) in Block number Eleven (11) of Lane Place, an Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Isaac Johnson and Leanna Johnson 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 except a Mortgage of four hundred Dollars to the Kansas National B. & L. Association

This grant is intended as a Mortgage to secure the payment of the sum of Seventy five Dollars with interest thereon according to the terms of one certain Promissory Note this day executed and delivered by the said Isaac Johnson and Leanna Johnson 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 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 Isaac Johnson and Leanna Johnson 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.

Signet and delivered in presence of

Isaac Johnson (SEAL.)  
Leanna Johnson (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 31<sup>st</sup> day of March, A. D. 1890, before me, August L. Delig, a Notary Public in and for said County and State, Isaac Johnson and Leanna Johnson 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 Nov. 10 1890. August L. Delig Notary Public.  
Recorded April - 2 A. D. 1890, at 2 o'clock P. M.

James Brooks Reg. of Deeds

The following is returned on the original instrument by consideration of full payment of the mortgage on the 4th day of April 1891. Howard P. Ray by A. C. Delig his attorney in fact

Credited April 7th 1891 James Brooks