

MORTGAGE RECORD

F. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 9th day of September in the year of our Lord one thousand eight hundred and eighty-ninety between John H. Johnson & Elizabeth Johnson (husband & wife) of Medina in the County of Douglas and State of Kansas of the first part, and A. S. Denning of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of one 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: Solo No. One (1) Dico (2) Three (3) Four (4) Five (5) Sixteen (16) Fountain (14) Fifteen (15) & Sixteen (16) in Block Four (4) in the original map of Prairie City now recorded as subdivision number Twenty (20) in recorded Prairie City, County & State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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

according to the terms of one certain promissory note this day executed and delivered by the said John H. Johnson & Elizabeth Johnson to the said party of the second part: Due one year after date and drawing 10% per annum from date

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 John H. Johnson and Elizabeth Johnson their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John H. Johnson (SEAL.)

Lizzie Johnson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Kansas } ss.

Be it Remembered, That on this 10 day of Sept, A. D. 1890, before me, a Justice of the Peace, a Notary Public in and for said County and State, came John H. Johnson & Lizzie Johnson 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 18

W. P. Bristow
Justice of the Peace

Recorded Sept 29 A. D. 1890, at 3¹⁵ o'clock A. M.

James Brooks
Reg. of Deeds

*The following is endorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. No interest any longer, this 24th day of July, A. D. 1891.
Recorded July 29th 1891
James Brooks
Register of Deeds*