

This Indenture, Made this 24th day of April in the year of our Lord one thousand and eight hundred and Ninety between John J. Allen and Lettie L. Allen his wife, Laura B. McCullough and husband of in the County of and State of Illinois of the first part, and Allie C. Smith of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and Fifty, 250 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 her 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 Twenty (20) in the Town of Winland, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John J. Allen and Lettie L. Allen his wife Laura B. McCullough husband 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 Two Hundred and Fifty, 250 Dollars according to the terms of one certain Coupon Note this day executed and delivered by the said John J. Allen and Lettie L. Allen his wife Laura B. McCullough husband to the said party of the second part. Due and payable Two years from date of Apr 24th 1890, with Int. thereon at the rate of 10% per annum payable semiannually according to the four Coupons attached thereto 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, thereof, shall be paid by the party making such sale on demand to the said John J. Allen, Laura and Lettie L. Allen, Laura B. McCullough and husband their heirs and assigns.

In Witness Whereof the said parties of the first part has hereunto set their hand and seal the day and year first above written.

Signed & delivered in presence of

John J. Allen (Seal)

The following is endorsed on original instrument
This Note, herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged.

As witness my hand, this fourth day of February A.D. 1891

Allie C. Smith

Remains Feb 24, 1891 at 10⁴⁵ o'clock A.M. James Brooks, Register of Deeds

By New Carman, Deputy