

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 11th day of November in the year of our Lord one thousand eight hundred and Ninty between William Leonard and Martha B Leonard of his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and H. A. Peace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 350 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part 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. Twelve (12) Thirteen (13) Fourteen (14) and Fifteen (15) on Fifth (5) Street in Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Leonard and Martha B Leonard do hereby covenant and agree, at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty dollars according to the terms of One certain Promissory Note this day executed and delivered by the said William Leonard & wife 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 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 part of the second part executors, administrators or assigns; and out of all 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 part making such sale on demand to the said William Leonard or his heirs and assigns.

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

Signed and delivered in presence of

William Leonard (SEAL.)
Martha B Leonard (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 11th day of November, A. D. 1890, before me Joseph Pittman, a Notary Public in and for said County and State, came William Leonard and Martha B Leonard 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 Dec - 9 - 1893 Joseph Pittman Notary Public.
 Recorded Nov - 17 - A. D. 1890, at 10 o'clock A. M.

James Brooks Register of Deeds

The following is endorsed on original instrument
 The Note herein described having been paid in full, this Mortgage is hereby released, and the lien thereby created discharged.
 H. A. Peace my hand. this 5th day of November 1893.

Attest
 Recorded Nov 8. 1893 at 1¹⁵ o'clock P.M. James Brooks Register of Deeds
H. A. Peace
H. A. Carmean Deputy

