

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of Decem in the year of our Lord one thousand eight hundred and ninety between Martin Nelson and Lucy A. Nelson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty 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 No Three (3) lying in East half (1/2) of Block No Seventeen (17) and on South Side of Walnut Street in that part of the City of Lawrence Kansas as North Lawrence. Commencing One Hundred (100) feet West from the South West Corner of Walnut and Maine Streets thence West Fifty (50) feet along said Walnut Street thence South One Hundred and thirty five (135) feet thence East Fifty (50) feet thence South One Hundred and Forty five (145) feet to place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Martin Nelson and Lucy A. Nelson do hereby covenant and agree, at the delivery hereof they 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 Forty Dollars according to the terms of — One certain Note said Martin Nelson and Lucy A. Nelson this day executed and delivered by the 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 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 heirs and assigns.

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

Signed and delivered in presence of

(J. M. Newlin witness mark)

Martin Nelson  
Lucy A. Nelson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 30 day of Decem, A. D. 1890, before me, a Notary Public in and for said County and State, came Martin Nelson and Lucy A. Nelson 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 April - 25 - 1891

John M. Newlin

Notary Public.

Recorded Dec - 30 A. D. 1890, at 5 o'clock P. M.

James Brooks

Register of Deeds

The following is inclosed on the Original Instrument  
The Notes herein described having been paid in full this Mortgage is hereby released, and the lien thereby created discharged.  
Attest: His witness my hand, this 11<sup>th</sup> day of June, A. D. 1896.  
E. J. Parker  
R. D. Mason  
Recorded June 11<sup>th</sup> 1896

