

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety one between John Charlton and Martha Charlton his and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lylester S. Chamberlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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. Thirty two (32) Ohio Street in Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Charlton and Martha Charlton hereby covenant and agree, at the delivery hereof they 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 Thousand Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said John Charlton and Martha Charlton to the said party of the second part his heirs and assigns and the party of the first part agrees to keep the property insured in favor of party of the second part in the sum of One Thousand Dollars

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, appraisal 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 John Charlton 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

John Charlton (SEAL)  
Martha Charlton (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 5 day of March, A. D. 1891, before me, a Notary Public in and for said County of Douglas, State, came John Charlton and Martha Charlton to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

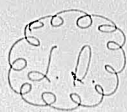
In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 28 1891 John M. Newlin Notary Public  
Recorded March 7 A. D. 1891, at 9 o'clock A. M.

James Brooks Register of Deeds

The following is indorsed 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: As Witness my hand, this 23 day of September, A.D. 1891.  
D. H. Blaney  
Recorded October 3<sup>rd</sup> 1891

James Brooks  
Register of Deeds  
By Fred Brooks  
Notary Public



(To be assigned to the Book 29 Page 411)

The following is indorsed on the original instrument.