

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and Ninety between J. Nicholson and Mattie B. Nicholson (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and Margaret J. Hall and J. N. Hall of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty 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: South half lots No. Sixty seven (67) and Sixty nine (69) Grove Street, Baldwin City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said J. Nicholson and Mattie B. Nicholson do hereby covenant and agree at the delivery hereof that 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 except a Mortgage of One hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty according to the terms of One certain promissory note this day executed and delivered by the said J. Nicholson and Mattie B. Nicholson to the said party of the second part her executors, administrators said note due twelve months after date with interest at 8% per annum from May 1st 1891

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 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 J. Nicholson and Mattie B. Nicholson her 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. D. Rapp
J. Nicholson (SEAL)
Mattie B. Nicholson (SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25 day of Feb., A. D. 1891, before me a Justice of the Peace, a Notary-Public in and for said County and State, came J. Nicholson and Mattie B. Nicholson 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 18
Recorded March 17 A. D. 1891, at 10 o'clock A. M.
W. Bristow Justice of the Peace
James Brooke Register 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 hereby created obligation is hereby released, and the hereby created obligation is hereby released.
Recorded July 7, 1892
JAMES BROOKS
Register of Deeds

The following is endorsed on the original instrument