

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of February in the year of our Lord one thousand eight hundred and Ninety one between Lena Howell and George W. Howell her husband of the Township of Wakarusa in the County of Douglas and State of Kansas of the first part, and Ransler H. Wheeler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand four hundred and twenty two and $\frac{84}{100}$ 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: lots numbered ninety (90) ninety two (92) ninety four (94) ninety six (96) and ninety eight (98) on Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Lena Howell and George W. Howell 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 estate of inheritance therein free and clear of all incumbrances save and except a mortgage for \$77 $\frac{1}{2}$ owed to her with made by said parties of first part to George B. Crozier payable in years said being under stood and agreed between the parties hereto and also the said George B. Crozier that in case of foreclosure and sale of the property above described under this mortgage the said Crozier as aforesaid and the said lots do not bring sufficient to satisfy both of said mortgages This grant is intended as a mortgage to secure the payment of the sum of

One thousand four hundred and twenty two and $\frac{84}{100}$ dollars. according to the terms of One certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable five years after date with interest at 6% annually

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 Parties of the first part their heirs and assigns. mortgagee reserves the privilege of paying off said note having the mortgage discharged at any time without notice

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

Signed and delivered in presence of

Hugh BlairLena HowellGeorge W. Howell

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 2nd day of February, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came Lena Howell and George W. Howell her husband 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 28th Decr 1893Hugh Blair

Notary Public.

Recorded April 2 A. D. 1891, at 11 o'clock P. M.James Brooke

Register of Deeds

The following is endorsed on the original instrument
#142236 - Received of Lena Howell the within named mortgage for the sum of One thousand four hundred and twenty two and $\frac{84}{100}$ Dollars in full satisfaction of the within mortgage
Witness Hugh Blair
Recorded February 17th 1896
James Brooke