

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 1st part of Wakarusa in the County of Douglas and State of Kansas of the first part, and George R. Crozier of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred & seventy seven ¹⁶/₁₀₀ 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

Parties of the First Part 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 \$1122.82 of record here with made by said parties of first part to Bankers & Wheeler payable in five years, it being understood and agreed between the parties hereto and also the said Bankers & Wheeler that in case of foreclosure and sale of the property above described under this mortgage of theirs to the said Bankers & Wheeler as aforesaid and the said sale does not bring sufficient to satisfy said mortgage in full they and in such case the proceeds arising from said sale shall be distributed pro rata between the holders of each mortgage and such one. This grant is intended as a Mortgage to secure the payment of the sum of

Five hundred & seventy seven ¹⁶/₁₀₀ 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% per annum payable 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. Mortgagors reserve the privilege of paying off said note having this mortgage discharged at any time without notice. In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of
Hugh Blair Lena Howell (SEAL.)
George W. Howell (SEAL.)
(SEAL.)
(SEAL.)

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 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 28th Dec 1893 Hugh Blair Notary Public.
Recorded April 16 A. D. 1891, at 2⁵⁵ o'clock P. M.
James Brooks Register of Deeds

The following is indexed on the original instrument
\$577.16 Lammie has 5th June 1894. Record of Lena Howell & George W. Howell
the within signed mortgage the sum of Five hundred and seventy seven ¹⁶/₁₀₀ dollars
minus full satisfaction of the within mortgage
minus Hugh Blair
Recorded June 18th 1894
James Brooks

In Lammie Book 29 Page 621
In assignment in Book 20 Page 125