

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety one between Allen Deeper and Vienna Deeper husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred 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 numbered One hundred and Twenty on New Hampshire 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 Allen and Vienna Deeper do hereby covenant and agree, at the delivery hereof <sup>that</sup> they are 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 Three Hundred Dollars three years after date, with interest from date at 7 1/2 per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Allen Deeper and Vienna Deeper to the said party of the second part: said party of the first part having the privilege of paying any sum on the principal of said note at any time when the annual interest falls due

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 Allen and Vienna Deeper their heirs and assigns.

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

Geo. A. BanksAllen Deeper

(SEAL)

Vienna Deeper

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 30<sup>th</sup> day of April, A. D. 1891, before me Geo. A. Banks, a Notary Public in and for said County and State, came Allen Deeper and Vienna Deeper who declare themselves to be husband and wife 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 Dec 12 1892Geo. A. Banks

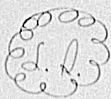
Notary Public

Recorded May 1 A. D. 1891, at 8 o'clock A. M.James Brooks

Register of Deeds

The following is indorsed on the original instrument  
The Note herein described having been paid in full this mortgage  
is hereby released, and the lien thereby created discharged  
Attest my hand this 26 day of November, A.D. 1891  
Joseph Lewis

Recorded November 26 1891

Amey Brooks  
Register of Deeds

The following is indorsed on the original instrument  
The Note herein described having been paid in full this mortgage  
is hereby released, and the lien thereby created discharged  
Attest my hand this 26 day of November, A.D. 1891  
Joseph Lewis