

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fifth day of May in the year of our Lord one thousand eight hundred and ninety one between Wm Leonard and M. B. Leonard husband & wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Mrs E. E. Quirk, widow of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand (1000) 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: Lots Nos. One (1) Two (2) Three (3) and North Half of four (4) on Eighth Street in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Wm Leonard and wife do hereby covenant and agree ^{that} at the delivery hereof 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 One thousand Dollars (1000) according to the terms of one certain promise or note this day executed and delivered by the said Wm Leonard and wife to the said party of the second part: Due in three years from May 25th 1891 with interest thereon at the rate of nine (9) % 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 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Wm Leonard his wife or heirs and assigns.

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

Signed and delivered in presence of

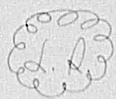
C. E. Dallas

Wm Leonard

M. B. Leonard

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of June, A. D. 1891, before me C. E. Dallas, a Notary Public in and for said County and State, came Wm Leonard and M. B. Leonard 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 - 16 - 1891 C. E. Dallas Notary Public.

Recorded June - 1 - 1891, at 5³⁰ o'clock P. M.

James Brooks
Register of Deeds

*The following is entered on original instrument
The Note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
At Witness my hand, this 16th day of June A. D. 1891
M. B. Leonard
Recorded Aug. 11, 1891 at 9 o'clock P.M. James Brooks Register of Deeds
J. W. Carnean Deputy*