

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eighth day of June in the year of our Lord one thousand eight hundred and Ninety one between Thomas Johnson and Christie Johnson his wife of Topeka in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Lots Eight (8) Nine (9) and Ten (10) Addition Ten (10) North Lawrence in the City of Lawrence Douglas Co Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thomas Johnson and Christie Johnson do— hereby covenant and agree, at the delivery hereof they 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 The House to be kept insured in the sum of Seven Hundred Dollars in favor of Mortgage.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and fifty Dollars according to the terms of One certain Note and four Coupons this day executed and delivered by the said Thomas Johnson and Christie Johnson to the said party of the second part: her heirs or assigns.

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 Thomas Johnson his 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

A. D. HubbardThomas Johnson

(SEAL.)

Christie Johnson

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} SS.

County of Shawnee

Be it Remembered, That on this 9 day of June, A. D. 1891, before me A. D. Hubbard, a Notary Public in and for said County and State, came Thomas Johnson and Christie Johnson his 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 Aug 6 1894A. D. Hubbard

Notary Public.

Recorded June 13 A. D. 1891, at 11 o'clock A. M.James Brooks

Register of Deeds

The following is endorsed on the original instrument:
 The note herein described has been paid in full and the
 lien discharged this June 26, 1894.
Martha B. Wallace
by J. H. Snow
 Her Attorney in fact
 attested R. D. Whinn
 Recorded June 26, 1894
James Brooks