

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of June in the year of our Lord one thousand eight hundred and Ninety one between William R. Johnston (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and William Henry of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: The East half (1/2) of the West half (1/2) of the West half (1/2) of the North East quarter (1/4) of the South East quarter (1/4) of Section No. thirty two (32) in Township No. Twelve (12) of Range No. Twenty (20) in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William R. Johnston does hereby covenant and agree, at the delivery hereof he is the lawful owner 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 Five hundred Dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said William R. Johnston to the said party of the second part: his 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 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 William R. Johnston his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Wm. R. Johnston (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 18 day of June, A. D. 1891, before me John M. Newlin a Notary Public in and for said County and State, came William R. Johnston 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 April 28 1895 John M. Newlin Notary Public.

Recorded June 18 A. D. 1891, at 11 o'clock A. M.

James Brooks Register of Deeds

*The following is ordered by Original Instrument:
The notes herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
Attest: As witness my hand, this 8th day of Sept. A.D. 1891
R.D. Mason
Revised Sept. 5, 1891
William Henry*

*James Brooks
Register of Deeds
By Ethel Brooks Deputy*

