

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Eighth day of August in the year of our Lord one thousand eight hundred and ninety one between C. Edindley and Belle M. Edindley his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. E. Jones of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 Number Fifty (54) Vermont 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 C. Edindley and Belle M. Edindley do hereby covenant and agree <sup>that</sup> 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 Except a mortgage of six hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of One certain Promissory note this day executed and delivered by the said C. Edindley and Belle M. Edindley to the said party of the second part:

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 C. Edindley 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

C. Edindley (SEAL.)  
Belle M. Edindley (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 28 day of August, A. D. 1891, before me L. I. Steele, a Notary Public in and for said County and State, came C. Edindley and Belle M. Edindley 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 June 18 1891 L. I. Steele Notary Public.  
 Recorded Sept 13 A. D. 1891, at 11 o'clock A. M.

James Brooke Register of Deeds

The following is endorsed on original instrument:  
 This Note has been described having been paid in full, this mortgage is hereby released,  
 and the lien thereby created is discharged.  
 So Witness my hand this 10th day of March A.D. 1892

Recorded March 22, 1892 at 10<sup>00</sup> o'clock A.M. James Brooke Register of Deeds  
 By H. W. Carman Deputy