

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty first day of September in the year of our Lord one thousand eight hundred and ninety one between William E. Leecher and Mary E. Leecher his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Marcia R. Wood of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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: Lot No. One hundred and thirty five (35) on Connecticut Street in the City of Lawrence, according to the plat of said City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree, at the delivery hereof, they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said William E. Leecher & Mary E. Leecher to the said party of the second part: due and payable in one year after the date hereof with interest at eight percent per annum

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, appraisalment 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 parties of the first part 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

William E. Leecher (SEAL.)
Mary E. Leecher (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of September, A. D. 1891, before me Joseph E. Riggs, a Notary Public in and for said County and State, came William E. Leecher and Mary E. Leecher his wife to me personally known to be the same persons 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 March 6 1892 Joseph E. Riggs Notary Public.
Recorded Sept 21 A. D. 1891, at 3⁴⁵ o'clock P. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
\$200.00 Lawrence Kan. June 20th 1894 Received of William E. Leecher and Mary E. Leecher the within named mortgagors, the sum of Two Hundred Dollars in full satisfaction of the within mortgage. Marcia R. Wood

Recorded June 20th 1894 James Brooks Register of Deeds