

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11 day of December in the year of our Lord one thousand eight hundred and ninety one between J. B. Churchill and Catharine Churchill his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Erast W. Anderson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and Ninety (\$390.00) 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 Eight (138) on Louisiana 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 J. B. Churchill and Catharine Churchill do — hereby covenant and agree, ^{that} at the delivery hereof 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

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Ninety Dollars according to the terms of One certain Note this day executed and delivered by the said J. B. Churchill and Catharine Churchill 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 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 J. B. Churchill 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 J. B. Churchill (SEAL.)
Catharine Churchill (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this — 11 — day of — December — A. D. 1891, before me L. I. Steele a Notary Public in and for said County and State, came J. B. Churchill and Catharine Churchill 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 June 18 1894 L. I. Steele Notary Public.
Recorded Dec 14 A. D. 1891, at 3 o'clock P. M.
James Brooks Register of Deeds

*The following is endorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged.
As witness my hand, this 13 day of February, A. D. 1892.
Erast W. Anderson*

*Recorded January 16th 1892
James Brooks, Register of Deeds*