

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty first day of December in the year of our Lord one thousand eight hundred and ninety one between Emice A. Thomas and husband John J. Thomas of Lawrence in the County of Douglas and State of Kansas of the first part, and B. B. Power of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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 One hundred thirty one (131) Connecticut Street Lawrence

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, that 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.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred \$. Dollars according to the terms of one certain promissory note this day executed and delivered by the said Thomas husband to the said party of the second part: parties of first part agree to reimburse mortgagee or assigns for any money paid for taxes, insurance, assessments or to remove any prior or outstanding lien against premises with interest ten per cent per annum from date of payment 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 Thomas husband and his 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

Emice Thomas (SEAL.)
John J. Thomas (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 23^d day of December, A. D. 1891, before me A. E. Vasey, a Notary Public in and for said County and State, came Emice A. Thomas and John J. Thomas her husband 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 Feb 10 1894. A. E. Vasey Notary Public.
Recorded Dec 24 A. D. 1891, at 10³⁰ o'clock P - M.

James Brooks Register of Deeds

The following is endorsed on the original instrument:
The copy herein described, having been paid in full this mortgage, is hereby released, and the lien hereby created is discharged.
As witness my hand this 12th day of Nov. A. D. 1892.

B. B. Power
by John L. Delworth
his Atty in fact

Recorded Nov 10th 1892
James Brooks
Register of Deeds

