

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16 day of January in the year of our Lord one thousand eight hundred and ninety two 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 Isaac H. Kissel-Bradford Pa of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and ninety (\$390) 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 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 does hereby covenant and agree ^{that} 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 Three hundred and ninety Dollars according to the terms of one certain note this day executed and delivered by the said J. B. Churchill to the said party of the second part: Five years after date

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 J. B. Churchill 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

L. S. SteeleJ. B. Churchill

(SEAL.)

Catharine Churchill

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 19 day of January, A. D. 1892, before me L. S. 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 8 1894L. S. Steele

Notary Public.

Recorded January 19th A. D. 1892, at 11:20 clock P. M.James Brooks

Register of Deeds

The following is enclosed on the original instrument
 The note herein described having been paid in full, this mortgage is
 hereby released, and the title thereby created discharged
 (Co. holder my hand this 26th day of October A.D. 1894)
Isaac H. Kissel
David E. Smith
James Brooks
 Recorded November 3rd 1894