

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2 day of March in the year of our Lord one thousand eight hundred and ninety two between Y. L. Johnson and Adeline E. Johnson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and F. Gleason of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and fifty 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 Thirty four (34) Thirty five (35) Thirty six (36) Thirty seven (37) Thirty eight (38) Thirty nine (39) Forty (40) and Forty one (41) in the first subdivision in North Lawrence in the City of Lawrence Kansas

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 to be 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 Four hundred and fifty Dollars according to the terms of Two (2) certain promissory notes this day executed and delivered by the said Y. L. and Adeline E. Johnson to the said party of the second part: payable 250 in one year from date 250 in two years from date with interest at the rate of seven percent per annum payable semi annually at Law Nat Bk of Lawrence Kas

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 Y. L. Johnson his 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

Y. L. Johnson (SEAL.)Adeline E. Johnson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County }

Be it Remembered, That on this 2 day of March, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came Y. L. Johnson and Adeline E. Johnson 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 Jan'y - 17 - 1895Recorded March 3 A. D. 1892, at 9 o'clock A. M.Alfred Whitman Notary Public.James Brooks Register of Deeds

The following is endorsed on original instrument.

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

15th day of August 1894

F. Gleason

Recorded Aug 15. 1894 at 3 o'clock PM James Brooks Register of Deeds

F. W. Carman Deputy