

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Fifth day of April in the year of our Lord one thousand eight hundred and ninety two between John Iperaw and Lydia Iperaw, husband and wife of Palmyra Township in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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: Twenty six acres of the North West fractional quarter 14 of Section Number Nineteen in Township Number Fourteen of Range Number Twenty two in County and State aforesaid

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 Eight Hundred Dollars according to the terms of one certain note and coupons this day executed and delivered by the said Parties of the First Part to the said party of the second part: and to pay the same in three years from date at the Merchant National Bank of Lawrence, Kansas, interest payable on the fifth day of April and October in each year according to the tenor of said note and coupons

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, appraisal 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 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

having been first read over to said parties of the first part  
who said to me that they understood the contents thereof and acknowledged the execution of the same

Hugh Blair

STATE OF KANSAS,

County of Douglas

SS.

Be it Remembered, That on this 5<sup>th</sup> day of April, A. D. 1892, before me Hugh Blair, a Notary Public in and for said County and State, came John Iperaw and Lydia Iperaw husband and 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 25 Dec 1893

Recorded April 5 A. D. 1892, at 5<sup>30</sup> o'clock P M.

Notary Public.

The following is endorsed on the original instrument of John Brooks  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand this 3rd day of May A. D. 1901 -  
Attest: John Brooks  
Recorded May 1 - 1901 - W. H. Norman Register of Deeds - By Lillie B. Norman Deputy

The following was endorsed on the original instrument  
For value Received I hereby assign and transfer the within mortgage and the note therein described to Alex Lewis this 18th day of October 1898  
Joseph Lewis  
By Luther North Lewis  
his Attorney in fact  
State of Kansas  
County of Douglas  
Recorded Oct. 18, 1898  
W. H. Norman  
Register of Deeds  
By W. C. Fisher Dep.