

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of June in the year of our Lord one thousand eight hundred and ninety two, between J. R. Motter and Annie E. Motter his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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 Number One hundred and fourteen (114) Vermont 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. R. Motter and Annie E. Motter do hereby covenant and agree that the delivery hereof they are the lawful owners 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

Nine hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: with interest according to semi-annual coupons thereto attached, payable in five years from date, with privilege reserved of paying \$100.00 or any multiple thereof at any time when the interest matures and is payable

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, on 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 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 seal the day and year first above written.

Signed and delivered in presence of

J. R. Motter (SEAL)

Annie E. Motter (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 18 day of June, A. D. 1892, before me J. B. Naughton a Notary Public in and for said County and State, came J. R. Motter and Annie E. Motter 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 July 6 1895

Recorded June 20 A. D. 1892, at 2 o'clock P. M.

J. B. Naughton

Notary Public.

James Brooke Register of Deeds

The following is indexed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged April 29 day of April 1893 Alex Lewis Assignee of said mortgage

See Book 26 Page 220 for Original. Recorded April 29th 1893. (Assignment in Book 26 Page 220)

