

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety two between Rev. H. Osborn & Lucy M. Osborn his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Mary P. Mylon of Winnebago Illinois 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 her 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 Sixty two, Kentucky Street in the City of Lawrence, County & 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 Rev. H. Osborn & Lucy M. Osborn do hereby covenant and agree, at the delivery hereof ^{that} they were 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, except the above four hundred & fifty dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred & fifty dollars according to the terms of a certain promissory note this day executed and delivered by the Rev. H. Osborn to the said party of the second part: Mrs Mary P. Mylon

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 her 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 her 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 second 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

R. Y. Jamison

Henry Osborn (SEAL.)
Lucy M. Osborn (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 10th day of March, A. D. 1892, before me R. Y. Jamison, a Notary Public in and for said County and State, came Rev. H. Osborn & Lucy M. Osborn his wife of Lawrence 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 27 1894 R. Y. Jamison Notary Public.
Recorded July 29 A. D. 1892, at 4²⁰ o'clock P. M.

James Brooks 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 same hereby void and discharged
At witness my hand this 13th day of December A. D. 1893
atty J. W. Johnston
atty Geo. W. Mylon

Recorded December 16 1893
J. W. Johnston

