

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of August in the year of our Lord one thousand eight hundred and ninety two between John M. Allen (single man) of Lawrence in the County of Douglas and State of Kansas of the first part, and L. A. Cooper of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred DOLLARS, to him 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 One hundred and ten 10, on Kentucky Street Lawrence Kas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree, at the delivery hereof he 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 except one Mortgage for \$100, dated June 25/92

This grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars according to the terms of One certain Promissory Note this day executed and delivered by the said John M. Allen to the said party of the second part: with Interest at 10 percent from date and due June 25/93

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 John M. Allen heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

L. A. CooperJohn M. Allen

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 5<sup>th</sup> day of August, A. D. 1892, before me L. A. Cooper, a Notary Public in and for said County and State, came John M. Allen a married man to me personally known to be the same person 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 April 10 - 1893L. A. Cooper

Notary Public.

Recorded Aug - 5 - A. D. 1892, at 11 - 50 o'clock A - M.James Brooks

Register of Deeds

The following is endorsed on original instrument:  
No Note here described having been paid in full this mortgage is hereby released.  
and the lien thereon is created discharged.  
As Witness my hand, this 7 day of November 1892.

L. A. Cooper  
Agent for Collection  
by L. A. Cooper  
James Brooks Register of Deeds  
McLannan Deputy

Recorded Nov. 7, 1892 at 11 o'clock A.M. James Brooks Register of Deeds