

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 1<sup>st</sup> day of September in the year of our Lord one thousand eight hundred and ninety two between Walter L. Payne and Vienna Payne wife + Frank M. Dean and Jennie Dean his wife of Douglas in the County of Douglas and State of Kansas of the first part, and M. E. March of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred (\$700) 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: Lots Numbered Four (4) Five (5) Six (6) Seven (7) Eight (8) and Nine (9) in Block No Thirty Eight (38) in the Town of Clinton

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Walter L. Payne and Frank M. Dean do — hereby covenant and agree, <sup>that</sup> at 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 and that they will warrant and defend the same in the quiet and peaceable possession of second party his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Walter L. Payne, Frank M. Dean and wives to the said party of the second part: Due in five years from date with interest as evidenced by coupons attached to said note, and interest after maturity, or default in payment of interest, at the rate of ten percent per annum until paid 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, appraisalment 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 Walter L. Payne and Frank M. Dean 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

Walter L. Payne (SEAL.)  
Vienna Payne (SEAL.)  
Frank M. Dean (SEAL.)  
Mrs Jennie Dean (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 1 day of September, A. D. 1892, before me L. D. Steele a Notary Public in and for said County and State, came Walter L. Payne + Vienna Payne wife and Frank M. Dean + Jennie Dean 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 June 18 1894 L. D. Steele Notary Public.

Recorded Sept 2 A. D. 1892, at 11 o'clock M.

James Brooks  
 Register of Deeds

(The following is endorsed on the original instrument)

The note herein described having been paid in full, this instrument is hereby released and the same is hereby discharged. As witness my hand this 1st day of September A. D. 1892 at the City of Lawrence, Kansas  
M. E. March  
By M. Newman Ct.

Recorded June 25 1913

Hogsd L. Lawrence  
 Register of Deeds

(Assigned to Book 31 Page 410)