

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2<sup>d</sup> day of September in the year of our Lord one thousand eight hundred and ninety two between Vienna Leeper and Allen Leeper husband and wife of Lawrence 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 Four 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 numbered One Hundred and Twelve (112) on New Hampshire 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 Vienna Leeper do hereby covenant and agree, <sup>that</sup> at the delivery hereof he is the lawful owner 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 Four Hundred Dollars three years after date with interest at 8 percent per annum payable annually according to the terms of one certain promissory note this day executed and delivered by the said Vienna Leeper and Allen Leeper to the said party of the second part: said Vienna Leeper has the option of paying any sum not less than \$100 on the principal at any time when interest falls due.

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, 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 Vienna Leeper 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  
Geo. H. Banks

Vienna Leeper (SEAL.)  
Allen Leeper (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 3<sup>d</sup> day of Sept, A. D. 1892, before me Geo. H. Banks, a Notary Public in and for said County and State, came Vienna Leeper and Allen Leeper husband and wife 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 Dec - 12 - 1892 Geo. H. Banks Notary Public.  
Recorded Sept - 3 - 1892, at 5<sup>25</sup> o'clock P M.

James Brooks  
Register of Deeds

The following is indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the same thereby created discharged.  
At witness my hand this 2 day of June A.D. 1894  
Allen Lewis

Recorded June 2<sup>nd</sup> 1894  
James Brooks  
Register of Deeds

(For Assignment see Book 26 Page 546)

