

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this thirteenth day of June in the year of our Lord one thousand eight hundred and ninety two between Mrs. Susannah C. Timmons of Leompton in the County of Douglas and State of Kansas of the first part, and W. J. Ferris of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred dollars DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 twenty (20) twenty one (21) twenty two (22) twenty three (23) in block numbered twenty one (21) in the city of Leompton according to the published plat thereof.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mrs. Susannah C. Timmons do hereby covenant and agree ^{that} the delivery hereof she is 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 mortgage of one hundred and twenty dollars given to W. J. Ferris on the 15th day of March 1892.

This grant is intended as a Mortgage to secure the payment of the sum of one hundred dollars according to the terms of certain notes this day executed and delivered by the said Mrs. Susannah C. Timmons to the said party of the second part:

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 executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part 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 Mrs. Susannah C. Timmons her heirs and assigns.

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

Signed and delivered in presence of

Mrs. Susannah C. Timmons (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of June, A. D. 1892, before me J. H. Bonebrake a Notary Public in and for said County and State, came Susannah C. Timmons an unmarried woman 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 Jan 24 1896 J. H. Bonebrake Notary Public.
Recorded Sept 8 A. D. 1892, at 8:30 o'clock A. 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 lien thereby created discharged.
As witness my hand, this 9th day of February, A. D. 1895.
W. J. Ferris

Recorded March 8th 1895
James Brooks Register of Deeds

