

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 17th day of September in the year of our Lord one thousand eight hundred and ninety two between John L. Harrington unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. J. Towne of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred DOLLARS, to him 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: Lot Number One Hundred and four (104) on Tennessee Street in the City of Lawrence

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 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

This grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred Dollars According to the terms of One certain promissory note this day executed and delivered by the said John L. Harrington to the said party of the second part: dated September 17th 1892 payable on or before three (3) years from date at the Lawrence National Bank of Lawrence the with interest at the rate of Eight (8) percent per annum payable semi-annually 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 John L. Harrington 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

John L. Harrington

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 17 day of September, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came John L. Harrington unmarried 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 July 17 1895

Alfred Whitman

Notary Public.

Recorded Sept 17 A. D. 1892, at 11 o'clock A. M.

James Brooks

Register of Deeds

The following is indented 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 24 day of May A.D. 1893

By William J. Towne his Attorney

Recorded May 24, 1893
G. A. Nichols