

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this First day of October in the year of our Lord one thousand eight hundred and ninety two between J. I. Perry and Lottie A. Perry husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Oliver M. Tanner of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven Hundred (\$1100) 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 parties of the second part their 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 Ninety eight 198 on Rhode Island 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 J. I. Perry and Lottie A. Perry do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate 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, their 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 Eleven Hundred Dollars according to the terms of ten certain Promissory Notes this day executed and delivered by the said J. I. Perry and Lottie A. Perry to the said party of the second part: Payable in ten semi-annual installments of \$110 each with interest at seven percent per annum from date. Said notes being for balance of purchase money of said premises.

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 parties of the second part their 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 parties of the second part their executors, administrators or assigns; and out of all the 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 parties making such sale on demand to the said J. I. Perry and Lottie A. Perry 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

J. I. Perry (SEAL.)
Lottie A. Perry (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 11 day of October, A. D. 1892, before me L. A. Steele a Notary Public in and for said County and State, came J. I. Perry and Lottie A. Perry husband and 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. A. Steele Notary Public.
 Recorded Oct 11 A. D. 1892, at 10 o'clock P. M.

James Brooks
 Register of Deeds.

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released, and the same thereby created discharged.
 As witness my hand, this 3 day of October A. D. 1894
Oliver M. Tanner

Recorded October 3rd 1894
James Brooks
 Register of Deeds