

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6 day of October in the year of our Lord one thousand eight hundred and ninety two between John Charlton and Martha Charlton his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank French of Lawrence Douglas County Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four hundred and fifty DOLLARS, to him 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 Number thirty two (32) Ohio 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 John Charlton and Martha Charlton hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized in good and indefeasible estate of inheritance therein free and clear of all incumbrances except a Mortgage to secure the payment of One thousand Dollars

This grant is intended as a Mortgage to secure the payment of the sum of four hundred and fifty dollars (\$450.00) according to the terms of One certain Promissory Note this day executed and delivered by the said John Charlton and Martha Charlton 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 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 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 party making such sale on demand to the said John Charlton and Martha Charlton their 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

John Charlton (SEAL.)
Martha Charlton (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 7th day of October, A. D. 1892, before me A. Y. Hager a Notary Public in and for said County and State, came John Charlton and Martha Charlton his 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 May 22 1896. A. Y. Hager Notary Public.
Recorded Nov 3 A. D. 1892, at 9 o'clock A. M.

James Brooks
Register of Deeds.

The following is endorsed on original instrument.
March 9 "1896
Received of John Charlton and Martha Charlton his wife the within named mortgage the sum of four hundred and fifty and no Dollars, in full satisfaction of the within mortgage.
Recorded March 9, 1896.
James Brooks