

This Indenture, Made this 8th day of December in the year of our Lord one thousand eight hundred and ninety two between John E. Searls and
Sammie Searls, husband and wife
 of Laurine in the County of Douglas and State of Kansas
 of the first part, and O. M. Searls
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and sixty 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 number Fifty Eight (58) in Block One (1) north side of Locust Street in north Lawrence 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 E. Searls hereby covenant and agree that 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 One hundred and sixty dollars according to the terms of One certain promissory note this day executed and delivered by the said John E. Searls to the said part of the second part: payable on or before two years after date with interest at seven per cent per annum

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 E. Searls, his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Geo A Banks

J E Searls (SEAL.)
Sammie Searls (SEAL.)
mark (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 9th day of December, A. D. 1892, before me Geo A Banks, a Notary Public in and for said County and State, came John E. Searls and Sammie Searls, 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

Recorded December 9th A. D. 1892, at 12 o'clock P. M.

Geo A Banks

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on original instrument.
 The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
 Attest:
 Witness my hand, this 11 day of May, A.D. 1896
O. M. Searls
 Recorded May 11, 1896. James Brooks Register of Deeds

(Handwritten initials)

The O. M. Searls is indorsed on the original instrument