

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixteenth day of December in the year of our Lord one thousand eight hundred and ninety two between William Lane and Lucy Lane, his wife, now living in Clinton City, and Country of China of the first part, and E. L. McKee of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve hundred & twenty six and ninety hundredths 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: Being in Clinton Township, E 1/4 of Section 24 Township 13 Range 18. Also 1/2 of 1/2 of N E 1/4 of Section 24 Township 13 Range 18.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Lane and Lucy Lane, his wife 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.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred twenty six dollars and ninety cents (\$1226.90) according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part on the first day of December 1892, by the said parties of the first part unto the party of the second part said note being payable on or before five years from date thereof with interest at 6 percent per annum payable semi-annually. Note given with privilege of making partial payments on the principal at the option of the said parties of the first 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 William Lane and Lucy Lane, 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.

Witness my hand and seal in presence of

J. M. Spencer

William Lane (SEAL)  
Lucy Lane (SEAL)  
By J. R. Kenyon (SEAL)  
their Attorney in fact (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered That on this 16<sup>th</sup> day of December, A. D. 1892, before me John M. Spencer a Notary Public in and for said County and State, came William Lane and Lucy Lane By J. R. Kenyon Attorney in fact 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 Sept 15 1896. John M. Spencer Notary Public.  
Recorded Dec 16 A. D. 1892, at 30 o'clock P. 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 27th day of March, A. D. 1897  
Julius Walter  
Julius Guy Burkhead  
Recorded August 12th 1897  
James Brooks

The following is indorsed on Original Instrument