

JOURNAL CO. LAWYER KAN.

This Indenture, Made this sixteenth day of January in the year of our Lord one thousand eight hundred and ninety three between Jacob C. Carlson and Elisabeth Carlson his wife of Leecompton in the County of Douglas and State of Kansas of the first part, and Mary Sulgen of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven hundred 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 her 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: lots numbered one (1) and two (2) in Block numbered eighteen (18) in the City of Leecompton according to the recorded Plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob C. Carlson and Elisabeth Carlson 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 seven hundred dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Jacob C. Carlson to the said party of the second part: calling for seven hundred dollars due on or before eight years after date and with interest from date at the rate of seven per cent per annum payable 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 her 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 her 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 Jacob C. Carlson and Elisabeth Carlson heirs and assigns.

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

Signed and delivered in presence of

Jacob C. Carlson (SEAL.)
Elisabeth Carlson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16 day of January, A. D. 1893, before me J. H. Bonebrake a Notary Public in and for said County and State, came Jacob C. Carlson and Elisabeth Carlson his 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 Jan 14 1896. J. H. Bonebrake Notary Public.
Recorded Jan 21 A. D. 1893, at 3 o'clock P. M.

James Brooks Register of Deeds.

The foregoing is entered on original instrument. The notes herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand, this 15 day of May A.D. 1894.

Mary Sulgen

Recorded May 16, 1894 James Brooks Register of Deeds
McCormick Deputy

