

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this thirteenth day of March in the year of our Lord one thousand eight hundred and ninety three between John M. Allen and Cora Allen his wife of Laurance in the County of Douglas and State of Kansas of the first part, and L. A. Cooper of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and fifty \$450 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 all 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 One hundred and ten (110) on the East side of Kentucky Street, Laurance, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John M. Allen and Cora Allen do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Four hundred and fifty Dollars with 10% Interest from March 15<sup>th</sup> 1893 according to the terms of One certain Promissory Note this day executed and delivered by the said John M. Allen and Cora Allen to the said party of the second part: payable for 13 years after date with Interest payable semi-annually on the 13 days of September and March of each year

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 all 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 all 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 M. Allen and Cora Allen 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

L. A. Cooper

John M. Allen

(SEAL.)

Cora Allen

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 14<sup>th</sup> day of March, A. D. 1893, before me L. A. Cooper, a Notary Public in and for said County and State, came John M. Allen and Cora Allen 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 April 10 1893.

Recorded March 14 A. D. 1893, at 10<sup>20</sup> o'clock A. M.

L. A. Cooper

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 9<sup>th</sup> day of May 1893.

Attest: H. C. Fisher  
Recorded May 9<sup>th</sup> 1893.

By L. A. Cooper duly sworn to in presence of W. H. Freeman Register of Deeds.