

JOURNAL 50, LAWRENCE, KAN.

This Indenture, Made this Tenth day of February in the year of our Lord one thousand eight hundred and ninety three between Ebenezer M. Lucas and Susan Y. Lucas (wife) of Los Angeles in the County of Los Angeles and State of California of the first part, and Mrs. C. F. Meenon of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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: Lot One hundred and Ninety (190) and One hundred and Ninety two (192) Ohio Street Lawrence Douglas Co Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ebenezer M. Lucas and Susan Y. Lucas 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 One thousand Dollars according to the terms of One certain Note and Six Int Coupons this day executed and delivered by the said Ebenezer M. Lucas and Susan Y. Lucas to the said party of the second part: in principal or assigns to be kept insured in favor of the Mortgage in the sum of One thousand Dollars

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 Ebenezer M. Lucas 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

Ebenezer M. Lucas (SEAL.)
Susan Y. Lucas (SEAL.)
(SEAL.)
(SEAL.)

STATE OF California
COUNTY OF Los Angeles } ss.

Be it Remembered, That on this 10th day of March, A. D. 1893, before me John O. Thomas, a Notary Public in and for said County and State, came Ebenezer M. Lucas and Susan Y. Lucas 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 January 10th 1897.
Recorded March 15 A. D. 1893, at 5 o'clock PM.

John O. Thomas
James Brooks
Register of Deeds.

The following was indorsed on the original instrument:
The note herein described having been paid in full the mortgage is hereby released, and the lien thereby created discharged.
Witness my hand, this 13th day of January, A.D. 1894. Chas. H. Meenon, Administrator.
Recorded January 28, 1899
W. P. Swann
Register of Deeds
By H. C. Bishop, Deputy.
Jan. 13th 1899
State of Mass. County of Suffolk } ss.
I, Charles H. Meenon, and acknowledge that he executed the above instrument of his own free will.