

JOURNAL CO. LAWRENCE, KAN.

The following is endorsed on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the line thereby created discharged
As Witness our hands this 21st day of October A.D. 1893.
John E. O'Neil
John Deane, Executors of Will of John Wayne Deceased

This Indenture, Made this 15th day of March in the year of our Lord one thousand eight hundred and ninety three between George Nott and Julia Nott his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and John Wayne of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: Lots Nos One Hundred and twenty one (121) One Hundred and twenty three (123) One Hundred and twenty five (125) One Hundred and twenty seven (127) One Hundred and twenty nine (129) and One Hundred and thirty one (131) on Indiana Street in Baldwin City, 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 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 Five Hundred Dollars (\$500) according to the terms of One certain Note this day executed and delivered by the said George Nott and wife to the said party of the second part due and payable in two years from March 15, 1893, with interest thereon at the rate of ten per cent per annum payable semi-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 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 George Nott and wife 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
C. E. Dallas
George Nott (SEAL)
Julia Nott (SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15 day of March, A. D. 1893, before me a Notary Public in and for said County and State, came George Nott and Julia Nott 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 Dec 16 1894
Recorded March 16 A. D. 1893, at 30 o'clock P. M.
C. E. Dallas Notary Public
James Brooks Register of Deeds

Recorded November 14th 1898

W. H. Jordan, Register of Deeds