

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twenty first day of June in the year of our Lord one thousand eight hundred and Ninety three between Chas H. Vincent and wife Emma Vincent of Lawrence in the County of Douglas and State of Kansas of the first part, and B. B. Power of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred  $\frac{00}{100}$  (\$300) 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: Lot One hundred fifty nine (159) and One hundred sixty one (161) less sixteen (16) feet wide off south side of 161 in Block Fifty six (56) West Lawrence in City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Chas H. Vincent and wife Emma Vincent hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized in 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 Three hundred  $\frac{00}{100}$  (\$300) Dollars according to the terms of our certain promissory note this day executed and delivered by the said parties of the first part numbered 367 to the said party of the second 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 the 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 the 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 Chas H. Vincent and wife Emma Vincent their 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

Chas H. Vincent (SEAL)  
Emma Vincent (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 21<sup>st</sup> day of June, A. D. 1893, before me H. E. Benson a Notary Public in and for said County and State, came Chas H. Vincent and wife Emma Vincent 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 July 1895 H. E. Benson Notary Public  
Recorded June 24 A. D. 1893, at 4<sup>55</sup> o'clock P-M.



James Brooke Register of Deeds

The following is endorsed on original instrument:  
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.  
Attest As Witness my hand, this 26 day of July, A.D. 1896  
Recorded February 27, 1896  
by J. L. Kilworth his Atty in fact.  
James Brooke