

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 18th day of August in the year of our Lord one thousand eight hundred and ninety three between William P. Mason & Sarah J. Mason his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and H. A. Pearce of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Lot Number Thirty three (33) in Addition Number Five (5) to North Lawrence, now in the 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 Parties of the first part 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 Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable twelve months after date to order of party of the second part with interest thereon at the rate of 9% 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 Parties of the first part 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

Jennie Hatt - Having been read over
to said Sarah J. Mason in the
presence of said H. A. Pearce
her mark hereto in my presence

Wm. P. Mason (SEAL.)
Sarah J. Mason (SEAL.)
John (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 18th day of August, A. D. 1893, before me Hugh Blair, a Notary Public in and for said County and State, came William P. Mason & Sarah J. Mason 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 28th Decr 1893Recorded August 30th A. D. 1893, at 11:30 o'clock A. M.

Hugh Blair Notary Public.

James Brodie Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created, discharged
As witness my hand, this 21st day of August A.D. 1899
H. A. Pearce

Recorded September 8th 1899
By J. Sarman
Register of Deeds
by J. C. Fisher
deputy

