

JOURNAL OF LAW AND EQUITY

This Indenture, Made this Nineteenth day of December in the year of our Lord one thousand eight hundred and ninety three between Rachel E. Morgan and Gilbert H. Morgan her husband of Grant Township in the County of Douglas and State of Kansas of the first part, and Alexander Love of Lawrence Douglas County Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred and Fifty (\$450.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 Twenty Six (26) on Ohio Street in the City of Lawrence in said County of Douglas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Rachel E. Morgan do hereby covenant and agree that at the delivery hereof she is the lawful owner 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 (\$450.00) according to the terms of One certain Promissory Note this day executed and delivered by the said Rachel E. Morgan and Gilbert H. Morgan to the said party of the second part: Alexander Love due and payable one year after date with interest from date to maturity at seven per cent, and ten per cent after maturity until paid.

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 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 Rachel E. Morgan her heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Rachel E. Morgan (SEAL.)
Gilbert H. Morgan (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } SS.

Be it Remembered, That on this 19th day of December, A. D. 1893, before me Joseph E. Riggs a Notary Public in and for said County and State, came Rachel E. Morgan and Gilbert H. Morgan her husband to me personally known to be the same person 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 March 2 1896 Joseph E. Riggs Notary Public.
 Recorded Dec 19 A. D. 1893, at 3³⁰ o'clock P M.

James Brooks
 Register of Deeds.

The following is endorsed on the original instrument
 in note herein described having been paid in full this mortgage
 is hereby released and the lien thereby created discharged
 At witness my hand this first day of November A.D. 1894
Alexander Love
Willie U. Love
 Recorded December 28th 1894
James Brooks
 Register of Deeds