

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 21 day of February in the year of our Lord one thousand eight hundred and ninety four between Nannah L. Allen (a widow) of Clinton in the County of Douglas and State of Kansas of the first part, and George W. Wood of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and seventy five DOLLARS, to her 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: Lots One (1), Two (2) and Three (3) Block Fifty three (53) in the Town of Clinton, according to the Plat of said town now on file in the Office of the Register of Deeds in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nannah L. Allen 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 Two Hundred and seventy five Dollars according to the terms of Eleven certain promissory notes this day executed and delivered by the said Nannah L. Allen to the said party of the second part: payable at the Merchants National Bank Lawrence, with interest at 7 per cent per annum from maturity, said notes are payable on the first days of March, June, September and December of each year the last one being due Dec 1st 1896. 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 Nannah L. Allen heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Nannah L. Allen

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21 day of February, A. D. 1894, before me James Brooks, a Notary Public in and for said County and State, came Nannah L. Allen

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 November 14 1897James Brooks

Notary Public.

Recorded Feb 21 A. D. 1894, at 3 o'clock P. M.James Brooks

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 19th day of November A.D. 1896
G. W. Wood,

Recorded February 16th 1897
James Brooks
Register of Deeds

