

JOURNAL CO. PUBLISHED WEEKLY

This Indenture, Made this 9 day of March in the year of our Lord one thousand eight hundred and ninety four between Charles A. Johnson and Ellen Y. Johnson his wife of Larned in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: The North East quarter of Section No. Thirty four, (34) Township No. Fourteen (14) Range No. Nineteen (19) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles A. Johnson & Ellen Y. Johnson do hereby covenant and agree that at the delivery hereof they 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 except two mortgages of \$500 each

This grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred Dollars, according to the terms of One certain promissory note, this day executed and delivered by the said Charles A. Johnson and Ellen Y. his wife to the said party of the second part payable on or before three years after date with interest at the rate of eight per cent. per annum

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 Charles A. Johnson & Ellen Y. Johnson 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

L. S. Steele

Charles A. Johnson (SEAL.)

Ellen Y. Johnson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9 day of March, A. D. 1894, before me L. S. Steele, a Notary Public in and for said County and State, came Charles A. Johnson & Ellen Y. Johnson 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 June 18 1894

Recorded March 9th A. D. 1894, at 2:45 o'clock P. M.

L. S. Steele

Notary Public.

James Brooke
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 said thirty created & discharged
At witness my hand this 25th day of March A. D. 1894
Samuel Marks
by A. Marks agt
James Brooke, Register of Deeds

Recorded March 25th 1894

L. S. Steele