

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 13th day of March in the year of our Lord one thousand eight hundred and ninety four between H. O. Johnson and Rose A. Johnson his wife of Secompton in the County of Douglas and State of Kansas of the first part, and William Henry of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty DOLLARS, to him 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: Lots numbered forty five (45), forty six (46), forty seven (47) and forty eight (48) in Block numbered twenty (20) in the City of Secompton according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. O. Johnson and Rose A. Johnson 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 fifty dollars and the interest thereon at the rate of 10 per Annum according to the terms of one certain promissory note this day executed and delivered by the said H. O. Johnson and Rose A. Johnson 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 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 H. O. Johnson and Rose A. 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

H. O. Johnson (SEAL.)Rose A. Johnson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13th day of March, A. D. 1894, before me J. H. Bonebrake, a Notary Public in and for said County and State, came H. O. Johnson and Rose A. Johnson, his wife 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 Jan 6th 1896 J. H. Bonebrake Notary Public.
Recorded March 17th A. D. 1894, at 1¹⁰ o'clock P. M.

James Brooke
Register of Deeds.

The following is recorded on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the lien hereby created is discharged.
At Witness my hand this 30th day of August A.D. 1906.
William Henry

Recorded Oct 2nd 1906.
A. W. Armstrong,
Register of Deeds.