

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of March in the year of our Lord one thousand eight hundred and Ninety Four between Jesse Green and Calmyra Green Husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and N. B. Kelly of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred 00 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 One hundred and thirty five (135) on Pennsylvania Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jesse Green and Calmyra Green Husband and wife parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 One hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Jesse Green and Calmyra Green to the said party of the second part; payable at Lawrence Kansas as follows to-wit: One hundred dollars on the fifteenth day of March 1896, with interest thereon

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 Jesse Green and Calmyra Green or to their executors heirs and assigns.

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

Signed and delivered in presence of

Witness to Mark
F. M. Mc Hale

Jesse X Green (SEAL.)
Calmyra X Green (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of March, A. D. 1894, before me Francis M. Mc Hale, a Notary Public in and for said County and State, came Jesse Green and Calmyra Green Husband and 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 Feb - 14th 1898
Recorded April 11 A. D. 1894, at 3 o'clock P. M.

Francis M. Mc Hale Notary Public.
James Brooke Register of Deeds.

The following is endorsed on original instrument
#100 December 18th 1900. Received of Jesse Green the within named
Mortgage do sum of One hundred Dollars in full satisfaction
of the within Mortgage

J. M. Mudlin

Recorded Dec 18th 1900
(Assigned Deed Book 37 Page 533)