

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fourth day of May in the year of our Lord one thousand eight hundred and ninety four between William N. Morris (unmarried) of Nakurus in the County of Douglas and State of Kansas of the first part, and The Merchants Loan & Savings Bank of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part to wit 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: Commencing five (5) rods South of the North East corner of the North East quarter of the South West quarter of Section No. 10 in Township No. 13 South of Range No. 20 East of 6th PM. thence West seventy five (75) rods, thence South twenty five (75) rods, thence East twenty five (75) rods, thence North twenty five (75) rods to the place of beginning containing 35 acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he 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

The grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty (250) dollars according to the terms of one certain promissory note & coupons this day executed and delivered by the said William N. Morris to the said party of the second part: due and payable on or before two years after date with interest to be paid semi-annually 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 successors, 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 successors, 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 William N. Morris his heirs and assigns.

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

Signed and delivered in presence of

William N. Morris (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 24th day of May, A. D. 1894, before me Joseph E. Riggs, a Notary Public in and for said County and State, came William N. Morris an unmarried man

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 Nov 7 1896Recorded May 76 A. D. 1894, att^o Joseph E. Riggs Notary Public.James Brooks Register of Deeds.

The following is endorsed on original instrument.
The note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created discharged.

Attest: As Witness my hand this 6th day of March A.D. 1896.
Merchants Loan & Savings Bank
by J. A. Wood, Cash.
James Brooks
Register of Deeds
Douglas County, Kansas
Recorded March 6, 1896.