

The following is inclosed on the Original Instrument

May 15, 1896

Received of Jacob P. Carlson & wife Lizzie Carlson the within named mortgage. The sum of two hundred dollars in full satisfaction of the within mortgage. M. S. Winter Administrator of the Estate of M. S. Winter Deceased

Recorded May 15, 1896

James Brooks

Register of Deeds

This Indenture, Made this 7th day of May in the year of our Lord one thousand eight hundred and ninety four between Jacob P. Carlson and Lizzie Carlson his wife of Seecompton in the County of Douglas and State of Kansas of the first part, and M. S. Winter of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Loty numbered one (1) and two (2) in Block numbered eighteen (18) in the City of Seecompton 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 Jacob Carlson and Lizzie Carlson hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of 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 dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Jacob Carlson and Lizzie Carlson 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 Jacob Carlson his heirs and assigns.

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

Signed and delivered in presence of

J. P. Carlson (SEAL.)
Lizzie Carlson (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 7th day of May, A. D. 1894, before me J. H. Bonebrake, a Notary Public in and for said County and State, came Jacob Carlson and Lizzie Carlson 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 Jan 4 1896

Recorded May 16 A. D. 1894, at 7 o'clock P. M.

J. H. Bonebrake Notary Public.

James Brooks Register of Deeds.

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