

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of June in the year of our Lord one thousand eight hundred and ninety four between E. H. Northway and Harriet H. Northway his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. H. Kasold of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 part of the second part us 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 One hundred and sixty One (161) in Block Fifty five (55) West Lawrence according to the plat on file in office of Register of Deeds of said County and State

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said E. H. and Harriet H. Northway 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 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said E. H. and Harriet H. Northway to the said part of the second part: E. H. Kasold as follows three years after date we promise to pay to the order of E. H. Kasold One hundred Dollars with seven per cent interest payable semi annually

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 part of the second part us 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 us 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 E. H. Northway and Harriet H. Northway or their 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

E. H. Cooper

E. H. Northway (SEAL.)

Harriet H. Northway (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 9 day of June, A. D. 1894, before me E. H. Cooper, a Notary Public in and for said County and State, came E. H. Northway and Harriet H. Northway husband and 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 March 24 1897

Recorded June 11 A. D. 1894, at 7:30 o'clock P-M

E. H. Cooper

Notary Public.

James Brooks  
Register of Deeds.

The following is a true and correct copy of the original instrument as the same is now on file in the office of the Register of Deeds of Douglas County, Kansas, and the said instrument is hereby released and the said instrument is hereby discharged. As Witness my hand this 30 day of April A.D. 1897  
E. H. Kasold

Recorded April 30, 1897  
J. H. Brooks  
Deft. Register of Deeds