

This Indenture, Made this 9th day of June in the year of our Lord one thousand eight hundred and ninety four between Samuel K. Johnson (Signed L.H.) and Louisa B. Johnson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. N. Van Hosen of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three (\$335⁰⁰) hundred & thirty five 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 the 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 number Thirty six (36) and Thirty seven (37) both in addition number six (6) in that part of the City of Lawrence formerly known as North Lawrence. Three hundred dollars insurance to be maintained and assigned to mortgage

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sam I. K. and Louisa B. 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 Three hundred and thirty five (\$335⁰⁰) according to the terms of one certain Note this day executed and delivered by the said S. K. Johnson wife to the said party of the second part: with ten (10) interest coupons attached.

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 the 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 the 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 S. K. Johnson wife 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

S. K. Johnson (SEAL.)
L. B. Johnson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 9th day of June, A. D. 1894, before me L. R. Night a Notary Public in and for said County and State, came Samuel K. Johnson (Signed L.H.) + Louisa B. Johnson (Signed L.B.) 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 - 91 1895 L. R. Night Notary Public.
Recorded June 9th A. D. 1894, at 9³⁰ o'clock M.

James Brook
Register of Deeds.

The following is endorsed on the original instrument -

In consideration of full payment of the within mortgage I hereby release the same this 9th day of June 1894

by John F. Buchheim
John F. Buchheim
Agent for collection

Recorded June 27th 1901

Register of Deeds
Lyell B. Johnson
Deputy

(Assigned See Book 3 Page 483)