

This Indenture. Made this 16 day of July in the year of our Lord one thousand eight hundred and ninety four between M. H. Lane a Widower of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and L. U. Todd of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of four hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: Commencing One hundred and thirty three (133) feet North of the South West corner of Block Three (3) in Earl's Addition to the City of Lawrence in said County and State thence North on Delaware Street to a point due West of the center of said Block Three (3) thence East to the center of said Block Three (3) thence South One hundred and sixty seven (167) feet thence due West three hundred (300) feet to the place of beginning being the North One hundred and sixty seven (167) feet of the South West quarter of said Block Three (3) in Earl's Addition to the City of Lawrence according to the plat of said Addition. With all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

doth 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

This grant is intended as a Mortgage to secure the payment of the sum of four hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said M. H. Lane to the said party of the second part: Payable three years after date to order of party of second part with interest thereon at the rate of 8% from date 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 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 part of the second part 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 Party of the first part his heirs and assigns.

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

Signed and delivered in presence of

Jimmie Matt

M. H. Lane

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16 day of July, A. D. 1894, before me N. H. Sears, a Notary Public in and for said County and State, came M. H. Lane a Widower

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 January 20 1897

Recorded July 18 A. D. 1894, at 7⁴⁰ o'clock P. M.

N. H. Sears

Notary Public.

James Brooke
Register of Deeds.

This following is enforced per the original instrument. The note therein described having been paid in full, this mortgage is hereby released, and the here thereby created, discharged. Attest: J. P. Carroll, Clerk of the County of Douglas, this 4 day of February A.D. 1897.

Attest: J. P. Carroll

Recorded January 13th 1897.

Register of Deeds

