

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety four between Emily L. Johnson Widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Mollie Watson of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of (775) Two Hundred & Seventy five DOLLARS, to her 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 their 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 Number One Hundred and Twenty four (124) on Ten-Tracky Street in the City of Lawrence this mortgage being given to secure a portion of the purchase money for said above described premises

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 she is the lawful owner of the premises above granted, and seized of a good and indefensible estate of inheritance therein free and clear of all incumbrances except a Mortgage to secure the payment of 300.00

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Twenty five 00/100 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Emily L. Johnson to the said party of the second part: payable on or before April 1st 1895 with interest at the rate of Eight (8) 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 her 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 her 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Emily L. Johnson her heirs and assigns.

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

Signed and delivered in presence of

Emily L. Johnson (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 19 day of September, A. D. 1894, before me, Alfred Whitman, a Notary Public in and for said County and State, came Emily L. Johnson widow 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 July 17 1895  
Recorded Sept 7.0 A. D. 1894 at 7 o'clock P. M. Alfred Whitman Notary Public.

James Brooks  
Register of Deeds.

The following is indorsed on the original instrument  
The note herein described having been paid in full, this mortgage is hereby released, and the first thirty created discharged  
As witness my hand this 26 day of January A.D. 1895  
Alfred Whitman  
Recorded January 26th 1895  
James Brooks Register of Deeds