

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 5th day of October in the year of our Lord one thousand eight hundred and ninety four, between Annieka Overstreet and Lewis Overstreet her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Merchants Loan & Savings Bank of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighty 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 its 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 sixteen (16) on New York Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Annieka Overstreet & Lewis Overstreet her husband 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 Eighty five dollars according to the terms of One certain Note this day executed and delivered by the said Annieka Overstreet & Lewis Overstreet to the said party of the second part: due in one year from date with interest at 10% per annum 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 therefor, 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 its 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 its 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 parties of the first part then 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

G. V. N. Myers
L. A. Wood

Annieka Overstreet (SEAL.)
Lewis Overstreet (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of Oct, A. D. 1894, before me, R. Y. Jamison, a Notary Public in and for said County and State, came Annieka Overstreet and Lewis Overstreet her husband 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 4th 1898Recorded Oct 6 A. D. 1894 at 12³⁰ o'clock P. M.

Notary Public.

R. Y. Jamison
James Brooks
Register of Deeds.

The following is enclosed on the original instrument -

The note herein described having been paid in full, the mortgage is hereby released, and the said property created, discharged & returned to my hands, this 15 day of March A.D. 1902, and Official Seal of Bank -

Merchants Loan & Savings Bank,
By M. Normans - President -

(Seal)

Witness: S. A. Wood Secy.

(Seal)

Recorded Nov. 15th 1902 -

L. A. Wood
Registered to Deeds.
By Allen B. Johnson
Deputy.