

This Indenture, Made this Tenth day of October in the year of our Lord one thousand eight hundred and ninety four between O. N. Murphy and Carrie Y. Murphy (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Fred N. Chamberlin of the second part,

Witnesseth, That the said party all of the first part in consideration of the sum of Six hundred and fifty 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 all 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 No Nine (9) in Block Eight June Place Douglas Co Kansas

with all the appurtenances, and all the estate, title and interest of the said party all of the first part therein. And the said O. N. Murphy and Carrie Y. Murphy do hereby covenant and agree that at the delivery hereof they are 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 Six hundred and fifty Dollars according to the terms of One certain Mortgage Six Coupons this day executed and delivered by the said O. N. Murphy and Carrie Y. Murphy to the said party of the second part: his heirs or assigns

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 all 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 all 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 O. N. Murphy his heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

O. N. Murphy

(SEAL.)

Carrie Y. Murphy

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10 day of October, A. D. 1894, before me, John M. Newlin, a Notary Public in and for said County and State, came O. N. Murphy and Carrie Y. Murphy

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 April 26 1895

Recorded Oct 14 A. D. 1894 at 11 o'clock A. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The foregoing was indorsed on the original instrument. The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged. Its witness my hand this 8th day of November A.D. 1897

Fred N. Chamberlin

attest
Mary E. Chamberlin

Recorded, Sept. 26, 1898

L. D. Sorman
Register of Deeds

By J. H. Bishar