

This Indenture, Made this 20 day of October in the year of our Lord one thousand eight hundred and ninety four between Frank Johnson and Anna A. Johnson his wife of Laurie in the County of Douglas and State of Kansas of the first part, and D. Albert Richardson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred Dollars 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 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: The East half of the East half of the North West Quarter of the South East Quarter of Section No. thirty-two (32) and the West half of the West half of the North East Quarter of said South East Quarter of Section No. thirty-two (32) all its ownership No. twelve (12) South of Range No. twenty-two (22) East of the 6th PM. containing fifteen Acres more or less except the Right of Way of Rail Road through said lands.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank Johnson, Anna A. 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 Six Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Frank Johnson to the said party of the second part: Payable on or before five years with interest at 7% per annum payable semi-annually, being for balance purchase money

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, appraisalment hereby waived or not at the option of the party of the second part his 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 Frank Johnson his 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

Frank Johnson (SEAL.)
Anna A. Johnson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 22 day of October, A. D. 1894, before me, L. J. Steele, a Notary Public in and for said County and State, came Frank Johnson and Anna A. Johnson his wife to me personally known to be the same persons 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 June 18 1898.
Recorded Oct 22 A. D. 1894 at 3:15 o'clock P. M.

L. J. Steele Notary Public.
James Brooks Register of Deeds.

*The following is recorded on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged
As witness my hand, this 5th day of January A. D. 1898
D. Albert Richardson
Recorded January 5th 1898
James Brooks
Register of Deeds*