

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety four between J. B. Churchill, Catharine Churchill his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Ellen Collins of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred & 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 her 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 One Hundred and Thirty Eight (138) on Louisiana Street in the City of Lawrence First parties reserve the privilege of paying this loan in three years from this date

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. B. Churchill & Catharine Churchill 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 Three Hundred and Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said J. B. Churchill & Catharine Churchill to the said party of the second part: Payable five years after date with interest at eight per cent per annum payable semi annually as evidenced by ten coupons attached to said note

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 J. B. Churchill 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

J. B. Churchill (SEAL)  
Catharine Churchill (SEAL)  
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\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 9 day of November, A. D. 1894, before me, L. S. Steele, a Notary Public in and for said County and State, came J. B. Churchill and Catharine Churchill 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 Nov 9 A. D. 1894 at 10 o'clock A.M.

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

The following is endorsed on the original instrument:  
I super and transfer all my right title and interest to the within mortgage over to J. B. Collins of Lawrence Kansas  
Wm. J. McEwen  
Subscribed before me a Notary Public in and for the County of Franklin State of Kansas this 6th day of March 1896  
J. A. Fowler, Notary Public  
Comm. Expires Jan'y 19th 1897  
Recorded August 30th 1897 at 9 o'clock P.M.  
James Brooks Register of Deeds

The following is endorsed on the original instrument:  
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is charged.  
As Witness my hand this 8th day of May A.D. 1908  
Attest J. W. Alvord  
Notary Public  
Recorded May 18th 1908  
A. W. Armstrong, Register of Deeds