

This Indenture, Made this 17th day of December in the year of our Lord one thousand eight hundred and ninety four between M. H. Lane an unmarried man of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and M. Good of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do he 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: Lot number forty five (45) New York Street in the City of Lawrence, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said M. H. Lane do hereby covenant and agree that at the delivery hereof he is 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 Three hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said M. H. Lane to the said party of the second part: Payable three years after date to order of party of second part at the Merchants Natl Bank Lawrence Kansas.

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, 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, 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 Party of the first part his heirs and assigns.

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

Signed and delivered in presence of

Jennie Matt

M. H. Lane

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17th day of December, A. D. 1894, before me, Hugh Blair, a Notary Public in and for said County and State, came M. H. Lane an unmarried man

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 18th Dec 1897

Recorded Dec 13 A. D. 1894 at 3 o'clock P M.

Notary Public.

Hugh Blair
James Brooks
Register of Deeds

The following was endorsed 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 21st day of July A. D. 1898

M. Good

Hugh Blair

Recorded July 22nd 1898

W. D. Luman

Register of Deeds

Reg. H. Blair