

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twenty First day of January in the year of our Lord one thousand eight hundred and ninety Five between Jachariah Patterson and Martha Patterson his wife 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 part 1st of the first part in consideration of the sum of Three Hundred (\$300) 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 their 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 Ninety Three (93) on Pennsylvania Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Jachariah Patterson and Martha Patterson 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part their successors and assigns against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Jachariah Patterson & Martha Patterson to the said party of the second part: due three years after date with interest at eight per cent per annum payable semi annually according to six 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 their 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 their 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 Jachariah Patterson his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of
Jachariah Patterson (SEAL)
Martha Patterson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21 day of January, A. D. 1895, before me, J. L. Steele, a Notary Public in and for said County and State, came Jachariah Patterson and Martha Patterson 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 1896
Recorded Jan 21 A. D. 1895 at 3 o'clock P. M.
J. L. Steele Notary Public.
James Brooks Register of Deeds.

The following is 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
As Witness, my hand this 4th day of May A. D. 1896
Merchants Loan & Savings Bank
By J. A. Wood Cash
James Brooks
Recorded May 4 1896

