

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 30 day of January in the year of our Lord one thousand eight hundred and ninety five between Emily L. Johnson (Widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and L. Olivia Root of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 Number One Hundred and Twenty four (174) on Kentucky Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part hereby covenant and agree that at the delivery hereof she 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 Six Hundred & 00/100 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Emily L. Johnson to the said party of the second part, payable three (3) years from date at the Lawrence Nat Bank of Lawrence Kansas, with interest at the rate of seven per cent per annum payable semi annually

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 Emily L. Johnson her heirs and assigns.

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

Signed and delivered in presence of

Emily L. Johnson (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 30 day of January, A. D. 1895, before me, Alfred Whitman, a Notary Public in and for said County and State, came Emily L. Johnson widow

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 January 17 1899.
Recorded Jan 30 A. D. 1895 at 2 o'clock P. M.

Alfred Whitman Notary Public.
James Brooks Register of Deeds.

The following is endorsement on the original instrument
The note herein described having been paid in full this mortgage is hereby released and the term thereby created discharged
At witness my hand, this 18th day of October, A.D. 1899
L. Olivia Root

Recorded Oct. 28th 1899
E. J. Garman
Register of Deeds
By V. C. Frisken Deputy

Attest
J. E. Storm
Clerk of Court