

This Indenture, Made this 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety four between Charles Morris and Margret E. Morris his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nemry F. Russell of Suffolk Connecticut of the second part,

**Witnesseth,** That the said party..... of the first part in consideration of the sum of Two hundred and 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 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 West half of Block Twenty (20) in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party..... of the first part therein. And the said Charles Morris 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 Two hundred and fifty dollars and interest thereon according to the terms of one certain Note this day executed and delivered by the Charles Morris to the said party..... of the second part:

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 the 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 the executors, administrators and 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 demand to the said Charles Morris heirs and assigns.

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

Signed and delivered in presence of

Mattie L. Howe

Charles Morris

Margret E. Morris

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 1<sup>st</sup> day of March, A. D. 1895, before me, Mattie L. Howe, a Notary Public in and for said County and State, came Charles Morris and Margret E. Morris 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 July 5 1899

Recorded March 20 A. D. 1895 at 2 o'clock P. M.

Mattie L. Howe

Notary Public.

James Brooks

Register of Deeds.

The following is recorded on the Original Instrument.  
The whole herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
Attest: My witness my hand, this sixth day of October A.D. 1894.  
A. C. Allen  
R. Gibbs

Wm. F. Loonies  
Recorder of Henry F. Russell  
Subscribed and sworn to before me, James Brooks of Douglas County, Kansas, on the 18<sup>th</sup> day of October 1894.  
James Brooks  
Register of Deeds

(Recorded Book 59 Page 140)