

This Indenture, Made this Sixteenth day of October in the year of our Lord one thousand eight hundred and ninety four between Thomas H. Jones and Maggie E. his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. T. Lamborn of Leavenworth Co. Mo. of the second part,

Witnesseth, That the said part two of the first part in consideration of the sum of Two Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell grant, bargain, sell and mortgage to the said part two 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: Lots numbered (177) one hundred and seventy-seventh, and (178) one hundred and seventy-eighth, on the south side of Locust Street in Block numbered (4) Four in that part of the City of Lawrence formerly known as North Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Thomas H. Jones & Maggie E. his wife do hereby covenant and agree that at the delivery hereof they are 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 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Thomas H. Jones and Maggie E. his wife to the said part two 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 part two of the second part his 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 part two of the second part his 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 part two making such sale on demand to the said Thomas H. Jones or Maggie E. his wife, their heirs and assigns.

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

Signed and delivered in presence of

Geo. B. Edgar

Thomas H. Jones (SEAL.)

Maggie E. Jones (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of October, A. D. 1894, before me, Geo. B. Edgar, a Notary Public in and for said County and State, came Thomas H. Jones and Maggie E. Jones his wife of Lawrence Kansas 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 May 3 1897 Geo. B. Edgar Notary Public.
Recorded February 27 A. D. 1896 at 2 o'clock P. M. Douglas Co, Kas

James Brooks Register of Deeds.

The following is inclosed an original instrument
The Notes herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged.
As Witness my hand, this 6 day of July A. D. 1896
Recorded July 6 1896
J. T. Lamborn

For Assignment see Mortgage Book 31 Page 442 By Fred Brooks Deputy Register of Deeds