

This Indenture, Made this 18th day of April in the year of our Lord one thousand eight hundred and ninety six between Robert Morgan and Mary E. Morgan his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William Crutchfield of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred & 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: Lot number One hundred and seventy seven (177) 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 parties of the first part therein. And the said parties of the first part 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

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred & fifty Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable five years after date to order of party of second part at the Merchants Nat Bank, Lawrence, Kansas with interest at 7% 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 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 party 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 party making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Robert Morgan (SEAL.)
Mary E. Morgan (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 18th day of April, A. D. 1896, before me, Chas Chadwick, a Notary Public in and for said County and State, came Robert Morgan and Mary E. Morgan 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 Sept 11 1899
Recorded April 18 A. D. 1896, at 11 o'clock P. M. Douglas Co. Kan.

Chas Chadwick Notary Public.
James Brooks Register of Deeds.

Recorded April 15th 1896
Estelle J. Bell Register of Deeds

(For Assignment See Book 39 Page 628)

(This instrument is returned to me by the original instrument, and the same has been described having been paid in full, this mortgage is by this returned and the same is hereby discharged. As witness my hand this 18th day of April, A. D. 1896.)

James E. Leland