

JOURNAL OF THE STATE OF KANSAS

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety th between Franklin J. Williams & Maria S. Williams his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and E. A. Odell of the second part,

Witnesseth, That the said part III of the first part in consideration of the sum of Two hundred & twenty five 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 him 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: Beginning forty (40) rods East of the South West corner of the North West quarter (1/4) of the North West quarter (1/4) of Section twenty nine (29) in Township twelve (12) Range twenty (20) third North twenty (20) rods, thence East sixteen (16) rods thence South twenty (20) rods, thence West sixteen (16) rods to place of beginning, being in addition Eight (8) in that part of the City of Lawrence, Kansas known as North Lawrence

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 Two hundred & twenty five 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 three years after date to order of party of second part at the Merchants Nat Bank Lawrence, Kansas with interest thereon according to the terms of said note and coupons thereto attached

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 him 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 him 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 demand to the said parties of the first part them 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

Rugh Blair

Franklin J. Williams (SEAL.)
Maria S. Williams (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of May, A. D. 1896, before me, Rugh Blair a Notary Public in and for said County and State, came Franklin J. Williams & Maria S. Williams 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 28th Dec 1897
Recorded May 9 A. D. 1896 at 10³⁰ o'clock A. M.

Rugh Blair
James Brooks
Register of Deeds.

Copy 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 1st day of February A.D. 1898
at Lawrence
Mary E. Mauley
Clara A. Mauley
Recorded Feb 9, 1898
E. A. Odell.