

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of July in the year of our Lord one thousand eight hundred and ninety six between Thomas N. Jones and Maggie E. Jones his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Libbie F. Sprague of the second part,

**Witnesseth**, That the said parties 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 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: all of lots number One hundred and seventy seven (177) and number One hundred and seventy nine (179) on Locust Street in North Lawrence state and county aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thomas N. and Maggie E. Jones 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 and fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said Thomas N. and Maggie E. Jones to the said party of the second part Mrs Libbie F. Sprague due three years after date with the privilege of longer time if desired by said Thomas N. and Maggie E. Jones

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 therefor, 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 Thomas N. and Maggie E. Jones their heirs and assigns.

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

Signed and delivered in presence of

Thomas N. Jones (SEAL.)  
Maggie E. Jones (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 3 day of July, A. D. 1896, before me, Alfred Whitman a Notary Public in and for said County and State, came Thomas N. Jones and Maggie E. Jones 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 January 17 1899  
 Recorded July 6 A. D. 1896 at 6 o'clock 1 M.

Alfred Whitman Notary Public.  
James Brooks Register of Deeds.

The following is enclosed on the original instrument.  
 The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
 Witness my hand, this 5th day of July A.D. 1899.  
Alfred Whitman  
 Notary Public.  
 Recorded July 13, 1899.  
 G. F. Bowman, Register of Deeds, by Billie B. Bowman, Deputy.