

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 10 day of July in the year of our Lord one thousand eight hundred and ninety ALA between Edwin P. Matson and Lucy P. Matson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. M. Sprague of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred 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 South One half (1/2) of the South West quarter of the South West quarter of the South West quarter of Section Twenty (20) Township Twelve (12) Range Twenty (20)

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 except a mortgage to secure the payment of a Note of \$300 dated March 10 1890

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Edwin P. and Lucy P. Matson to the said party of the second part: payable two (2) years from date at the Lawrence National Bank of Lawrence Kas. with interest at the rate of 8% per annum payable 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 Edwin P. Matson his 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

Edwin P. Matson (SEAL.)

Lucy P. Matson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10 day of July, A. D. 1896, before me, Alfred Whitman a Notary Public in and for said County and State, came Edwin P. Matson and Lucy P. Matson 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 July 17 1899Recorded July 20 A. D. 1896 at 12 o'clock P. M.

Alfred Whitman

Notary Public.

James Brooks
Register of Deeds.

The following is entered on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the like hereby created, discharged
and released, my hand, this 30 day of July, A.D. 1897
at Lawrence, Kansas
J. M. Sprague

Recorded July 30th 1897
James Brooks
Register of Deeds

