

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25 day of June in ~~the~~ year of our Lord one thousand eight hundred and ninety six between Elbert Bryant an unmarried man of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. C. Hutchinson of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and thirty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents doth 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 fifty (150) New Jersey Street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elbert Bryant doth hereby covenant and agree that at the delivery hereof he is 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 One hundred and thirty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Elbert Bryant to the said party of the second part: Payable three years after date to order of party of second part with interest at 8% payable 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 Party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, he hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Elbert Bryant

(SEAL.)

Jennie Matt
Having first been explained to said
Bryant who said he understood the
same, made his mark hereto in my presence

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 25 day of June, A. D. 1896, before me, Jennie Matt, a Notary Public in and for said County and State, came Elbert Bryant an unmarried man 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 30-Mch-1900 Jennie Matt
Recorded Aug 11 A. D. 1896, at 3 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, the mortgage
is hereby released, and the lien thereby created discharged.
ated To Witness my hand, this first day of April, A.D. 1897
Hugh Blair
Recorded April 3rd 1897
James Brooks
Register of Deeds

