

This Indenture, Made this 27th day of August in the year of our Lord one thousand eight hundred and ninety six between Benjamin N. Leslie & Lydia Leslie his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifteen 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 part 2d 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 North East quarter (1/4) of Section Twenty-two (22), The East half (1/2) of the South East quarter (1/4) of Section Fifteen (15) and the South thirty (30) acres of the North East quarter (1/4) of the South East quarter (1/4) of Section Thirteen (13), all in Township Twelve (12), Range Eighteen (18), East of the 4th P.M., in Douglas County, Kansas, containing 270 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Fifteen Hundred 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 part 2d of the second part: Payable five years after date to order of party of second part at the Merchants National 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 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 part 2d 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 part 2d making such sale on demand to the said Parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Hugh Blain

Benjamin N. Leslie (SEAL.)

Lydia A. Leslie (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 27th day of August, A. D. 1896, before me, Hugh Blain, a Notary Public in and for said County and State, came Benjamin N. Leslie, and Lydia Leslie, his wife to me personally known to be the same person 2 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 23rd Decr, 1897 Hugh Blain Notary Public.
Recorded August 27 A. D. 1896, at 55 o'clock P-M.

James Brooks
Register of Deeds.

The following is endorsed 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 25th day of June A.D. 1901 -
Arthur North Lewis
Alley Lewis

Sole heirs of Mary F. Lewis, deceased.

(Assignments Book 31 Page 364)

Recorded June 27th 1901
By J. J. Johnson
Register of Deeds
By Callie W. Johnson
Deputy