

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety six between Henry Johns, Widower of Lawrence in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and Twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Lots No Thirty nine (39) and Forty-three (43), New York Street in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Henry Johns do 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 Three hundred and Twenty five Dollars according to the terms of One certain Note and six coupons this day executed and delivered by the said Henry Johns to the said party of the second part: his heirs or assigns, Insured in favor of Mortgage in sum of Three hundred Twenty five Dollars,

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 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 Henry Johns heirs and assigns.

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

Signed and delivered in presence of

Henry Johns (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 1st day of Sept, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Henry Johns

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 April 28, 1899

Recorded Sept 3 A. D. 1896, at 9¹⁵ o'clock A. M.

John M. Newlin
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. Given under my hand, this 27th day of August A. D. 1901.
Francis H. Snow,
By W. C. Spangler,
his attorney at law.

(Assigned to Book 37 Page 622)

Recorded Aug-28-1901
By J. B. Johnson
Register of Deeds -
Deputy -
By Willie B. Johnson

