

This Indenture, Made this fourteenth day of October in the year of our Lord one thousand eight hundred and ninety seven between Newton C. Johnson and Frank E. Johnson (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and M. N. Bailey of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Two 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: Sol One hundred and fiftyone (151) Kentucky 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 Newton C. Johnson and Frank E. Johnson 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 Dollars according to the terms of One certain Note and four coupons this day executed and delivered by the said Newton C. Johnson and Frank E. Johnson to the said party of the second part: his heirs or assigns

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 Newton C. Johnson heirs and assigns.

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

Signed and delivered in presence of

Newton C. Johnson (SEAL.)
Frank E. Johnson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 16 day of October, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came Newton C. Johnson and Frank E. Johnson 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 April 28, 1899 John M. Newlin Notary Public.
Recorded Oct 16 A. D. 1897, at 2:30 o'clock P.M.

James Brooks
Register of Deeds.

*The following is indented on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien hereby created discharged
As Witness my hand this 16th day of August A.D. 1900.
Recorded August 16, 1900. E. A. Bowman Register of Deeds.*