

This Indenture, Made this 11th day of June in the year of our Lord one thousand eight hundred and ninety Eight between Backus Sanders and Mary Sanders his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. A. Johnson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: Lot No. Fourteen (14) Block Seven (7) South Lawrence in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies 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 s 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 00 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Backus and Mary Sanders to the said party of the second part: Payable Three years from date at the Lawrence National Bank of Lawrence Kansas with interest at rate of 8% per annum 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, appraisalment 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 Backus Sanders heirs and assigns.

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

Signed and delivered in presence of
Alfred Whitman
STATE OF KANSAS, } SS.
County of Douglas

Backus Sanders (SEAL.)
her
Mary Sanders (SEAL.)
Mark (SEAL.)
(SEAL.)

Be it Remembered, That on this 11th day of June, A. D. 1898, before me, Alfred Whitman, a Notary Public in and for said County and State, came Backus Sanders and Mary Sanders his wife to me personally known to be the same person s 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 January 17, 1899
Recorded July 5th A. D. 1898, at 9 o'clock a. M.

Alfred Whitman
Notary Public.
H. B. Bosman
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 same is hereby created discharged. At witness my hand, this 12 day of July - A.D. 1902 -
John A. Johnson
Attest: Alfred Whitman,
By Billie B. Bosman, Deputy.
Recorded July - 14th - 1902 -
H. B. Bosman,
Register of Deeds.*