

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23<sup>rd</sup> day of August in the year of our Lord one thousand eight hundred and ninety eight between Norman McDonald and Mimmie M. McDonald wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John Johnson of the second part.

**Witnesseth**, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Four Hundred DOLLARS, to him 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 2<sup>d</sup> 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: Beginning on the North line of the North West 2<sup>d</sup> Sec. 19 Township 12 Range 20-13-66 chain west of North East corner said Sec. 19 thence South 4 Degrees west parallel with the west line of right of way of Union Pacific Railroad company through said Sec. 19 thence west to Kansas River thence westerly up the Kansas River following the meander line to the North line of said North West quarter Sec. 19 thence East more or less to beginning containing 15.40 A. more or less Reserving there out and therefrom one acre of land more or less in the North West corner thereof described as follows to-wit: Original estate or tract part of 1/4 section on North line of said Sec. 19 1/2 S. 20 thence East on said North line 200 feet thence South at right angles with said line 326 feet to back of River thence North westerly along Bank of River to place of beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Norman McDonald and Mimmie M. McDonald do hereby covenant and agree that at the delivery hereof they are the lawful owner 2<sup>d</sup> of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

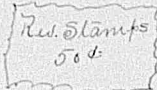
This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Norman McDonald and Mimmie M. McDonald to the said part 2<sup>d</sup> of the second part: Payable on or before two years with interest at Six per cent per annum payable annually Being balance of purchase price of said Premises

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 part 2<sup>d</sup> 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 part 2<sup>d</sup> 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 2<sup>d</sup> making such sale on demand to the said Norman McDonald and his heirs and assigns.

**In Witness Whereof**, The said part 1<sup>st</sup> of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of



Norman McDonald (SEAL.)  
Mrs. Mimmie M. McDonald (SEAL.)

STATE OF KANSAS,

County of Douglas

} SS.

**Be it Remembered**, That on this 24<sup>th</sup> day of August, A. D. 1898, before me, J. S. Steele, a Notary Public in and for said County and State, came Norman McDonald and Mimmie M. McDonald his wife to me personally known to be the same person 2<sup>d</sup> 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 June 20-1902Recorded August 27 A. D. 1898, at 8 o'clock A.M.

J. S. Steele  
Notary Public.

W. B. Bowman  
Register of Deeds.

The following is a record of an original instrument  
 The note herein described having been paid in full this mortgage  
 is hereby released and the lien thereby created is discharged  
 As Witness my hand this 23<sup>rd</sup> day of August - A. D. 1900.  
 J. M. Phillips  
 Recorded August-25-1900. City of Lawrence, Register of Deeds