

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this Eighteenth day of November in the year of our Lord one thousand eight hundred and ninety Eight between Edward Canavan and Elizabeth C. Canavan his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nellis J. Smith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and Fifty 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 her 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 at a point twenty (20) rods North of the South West corner of Northeast quarter of Section Nineteen (19) Township Five (5) Range Twenty (20) East of the Sixth (6) P.M. thence East Eighty (80) rods Thence North Fifteen (15) rods Thence West Eighty (80) rods Thence South Fifteen (15) rods to point of beginning containing Seven and one half (7 1/2) acres more or less now occupied as homestead by said parties of first part

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edward Canavan and Elizabeth C. Canavan his wife 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 Five Hundred and Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Edward Canavan and Elizabeth C. Canavan his wife to the said party of the second part: Nellis J. Smith

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 part 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 Edward Canavan and Elizabeth C. Canavan his wife heirs and assigns.

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

Signed and delivered in presence of

Ed. Canavan (SEAL.)  
Eliza Canavan (SEAL.)  
Elizabeth Canavan (SEAL.)  
 (SEAL.)

STATE OF KANSAS,  
 County of Douglas } ss.

Be it Remembered, That on this 18<sup>th</sup> day of November, A. D. 1898, before me, James Brooks, a Notary Public in and for said county and State, came Ed. Canavan and Elizabeth Canavan his wife

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 Nov. 4, 1901 James Brooks  
 Recorded November 18<sup>th</sup> A. D. 1898, at 4<sup>th</sup> o'clock P.M. Notary Public.

L. S. Brown  
 Register of Deeds.

The note herein described having been paid in full this mortgage is hereby released and the lien hereby created is discharged. As Witness my hand this 17<sup>th</sup> day of October A.D. 1899.

Nellis J. Smith  
Notary Public  
Register of Deeds

