

OVERHAUL CO., LAWRENCE, KAN.

This Indenture, Made this 15 day of January in the year of our Lord one thousand eight hundred and ninety Seorn between John Charlton and Martha Charlton his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Four hundred and Twenty Six and 2/10 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 part y 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 number thirty-four Ohio Street, in the City of Lawrence, in said County and State

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said John Charlton 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 Except Thirteen Hundred Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Twenty Six and 2/10 Dollars according to the terms of One certain Promissory note this day executed and delivered by the said John Charlton and Martha Charlton to the said part y of the second part: E. J. Parker

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 y 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 John Charlton his heirs and assigns.

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

Signed and delivered in presence of

John Charlton (SEAL.)  
Martha Charlton (SEAL.)  
 \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)

STATE OF KANSAS,  
 County of Douglas } SS.

Be it Remembered, That on this 29 day of January, A. D. 1897, before me, A. T. Sharpe, a Notary Public in and for said county and State, came John Charlton and Martha Charlton his wife 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 October 1st 1900 A. T. Sharpe Notary Public.  
 Recorded March 2nd A. D. 1899, at 11:30 o'clock A.M.

E. J. Parker  
 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 lien thereby created discharged. The witnesses my hands, this 20th day of October A.D. 1902—  
E. J. Parker,

Recorded - Oct. - 20 - 1902 -

E. J. Parker,

Register of Deeds,

Deputy.

