

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of March in the year of our Lord one thousand eight hundred and ninety nine between Ira Archer and Millie Archer, husband and wife of Neosho in the County of Leavenworth and State of Kansas of the first part, and Earnest Leary of the second part,

Witnesseth, That the said parties 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: The lot numbers Thirty, 30th and addition number eleven 11 to North Lawrence in the city of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 of 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 Mortgage note this day executed and delivered by the said Ira Archer and Millie Archer to the said part of of the second part: Due in three years from date with interest from date to maturity or default as indicated by coupons attached to said note and interest to maturity or default at the rate of ten percent per annum until fully paid 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 of 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 of 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 of making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Ira Archer (SEAL.)
Mrs. Millie Archer (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Leavenworth }

Be it Remembered, That on this 28 day of March, A. D. 1899, before me, Wm. C. Allen a Notary Public in and for said county and State, came Ira Archer and Millie Archer, husband and wife to me personally known to be the same person who 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. 1, 1900
Recorded March 29 A. D. 1899, at 4:20 o'clock P. M. Justice of the Peace

G. H. Foxman
Register of Deeds.

The following is endorsed on the original instrument
207, 28 Sept. 6th 1894, Received of Ira Archer the within
named Mortgage the sum of Two hundred and Seven Dollars.
in full satisfaction of the within Mortgage.
Earnest Leary.

Recorded Sept 7th 1894.
W. W. Armstrong,
Register of Deeds.