

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of June in the year of our Lord one thousand eight hundred and ninety three between Tracy Leonard and George Leonard (his wife) of Kansas in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha all 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 Lot No. one hundred and thirty two (132) on Kentucky Street in Lawrence, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Tracy Leonard and George Leonard 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 Seven hundred dollars

according to the terms of one certain note and four coupons this day executed and delivered by the said Tracy Leonard and George Leonard to the said party of the second part: her heirs or assigns

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 party 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 of the second part her making such sale on demand to the said Tracy Leonard heirs and assigns.

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

Signed and delivered in presence of

Tracy Leonard (SEAL.)
George Leonard (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 8th day of July, A. D. 1897, before me, Francis M. McHale, a Notary Public in and for said county and State, came Tracy Leonard and George Leonard 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 Feb. 19th, 1902. Francis M. McHale Notary Public.
Recorded July 11th A. D. 1897, at 11:30 o'clock P. M.

G. S. Foxman
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 and witness my hand this nineteenth day of July A.D. 1902.
Martha B. Wallace
by Frank H. Snow, her Attorney in fact.

Recorded Aug. 4th 1902
G. S. Foxman,
Register of Deeds,
By Ellis B. Foxman,
Deputy.