

JOURNAL CO., LAWYERS, ETC.

This Indenture, Made this 29 day of March in the year of our Lord one thousand eight hundred and ninety nine between P. M. Lewis and Martha J. Lewis his wife of Leavenworth in the County of Douglas and State of Kansas of the first part, and B. H. Leach, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred fifty and no 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: Commencing at a point fifteen hundred fifty seven (1557) feet south and fifty seven (57) feet east of the intersection of Woodstock and Bond streets, thence west eight hundred twenty three (823) feet along middle line of vacated Fifth Street to middle line of Union Street; thence north on middle line of vacated Union Street three hundred ninety six (396) feet; thence east seven hundred eighty six (786) feet to a point thirty (30) feet east of middle line of vacated Bond Street; thence south 63° East thirty hundred ninety seven (397) feet to a point (397) feet from the beginning containing seven and 3/4 acres more or less, all being in the vacated portion of plat 179 of Leavenworth, Kansas, according to the published plat map as shown and legalized by the official survey of the city made by the City Council of the City of Leavenworth, Kansas, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

P. M. Lewis and Martha J. Lewis, 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

Three hundred fifty and no dollars according to the terms of their certain Note this day executed and delivered by the said P. M. Lewis and Martha J. Lewis to the said party of the second part: B. H. Leach, said note bearing date of March 29, 1899, in the sum of \$350.00 and due three years after date.

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 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 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 parties making such sale on demand to the said P. M. Lewis and Martha J. Lewis, his wife, 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

A. V. Sharpe

P. M. Lewis

(SEAL)

Martha J. Lewis

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 29 day of March, A. D. 1899, before me,

A. V. Sharpe

a Notary Public in and for said county and State, came P. M. Lewis and Martha J. Lewis, 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 October 1st 1900.

A. V. Sharpe

Recorded Sept. 16 A. D. 1899, at 9:30 o'clock A. M.

Notary Public.

G. S. Sorenson

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 30 day of Dec. 1900.

Witness: Will B. Sorenson,
Dep. Reg. of Deeds.

