

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this Twenty ninth day of December in the year of our Lord one thousand eight hundred and ninety nine between George Washington and Julia Washington (wife) of Laurance in the County of Douglas and State of Kansas of the first part, and D. H. Hurley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty eight 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 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 south one hundred and three (103) acres of the south west quarter (1/4) of section eighteen (18) Township Thirteen (13) Range Nineteen (19) Also the west half (1/2) of the west half (1/2) of the south east quarter (1/4) of section eighteen (18) Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George Washington and Julia Washington 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 Twenty eight hundred and Fifty Dollars according to the terms of One certain Note and Ten Coupons this day executed and delivered by the said George Washington and Julia Washington to the said party of the second part: his 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 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 party of making such sale on demand to the said George Washington and his 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

John M. Newlin

George Washington (SEAL.)

mark (SEAL.)

Julia Washington (SEAL.)

mark (SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 29th day of December, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said county and State, came George Washington and Julia Washington 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 April 13, 1903 John M. Newlin Notary Public

Recorded January 22 A. D. 1901, at 11⁴⁰ o'clock A.M.

G. S. Doxman
Register of Deeds.

The following is enclosed on the original instrument -
The note herein described having been paid in full this mortgage
is hereby released and the lien hereby created discharged.
As witness my hand this 14 day of March A.D. 1902.

D. H. Hurley,
att'y in fact.

Recorded October 26th 1907
A. W. Crumbray,
Register of Deeds.