

JOURNAL OF LAWYERS, ETC.

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety nineteen hundred between William J. Carnell and Lillie May his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Betty B. Noyes of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and seventy 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 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. fifty two (52) in Block No. Twenty one (21) in the City of Decatur

with all the appurtenances, and all the estate, title and interest of the said party 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 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 and Seventy Dollars

according to the terms of three certain Notes this day executed and delivered by the said William J. Carnell and Lillie May his wife to the said party of the second part: Betty B. Noyes

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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part William J. Carnell and 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

Fred B. Richardson

Fred B. Richardson

STATE OF KANSAS,

County of Douglas } SS.

William J. Carnell (SEAL.)

Lillie May Carnell (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this First day of June, A. D. 1899, before me, Fred B. Richardson, a Notary Public in and for said county and State, came William J. Carnell and Lillie May 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov. 6<sup>th</sup> 1900

Recorded June 5<sup>th</sup> A. D. 1899, at 2<sup>30</sup> o'clock P.M.

Fred B. Richardson

Notary Public

H. H. Soxman

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 hereby created, discharged. Witness  
 my hand this eleventh day of February A. D. 1900.  
 Betty B. Noyes  
 Attest: W. B. N. Raymond.  
 Recorded Feb. 11<sup>th</sup> 1900.  
 H. H. Soxman,  
 Register of Deeds,  
 City of Lawrence, Kas.

