

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Seventh day of February in the year of our Lord one thousand eight hundred and ninety One between Joseph D. Walton and Josie Walton, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Stella Boardman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 number ninety-one (91) on Connecticut Street in the City of Lawrence

Res. Stamp 25¢

with all the appurtenances, and all the estate, title and interest of the said parties 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 One Thousand Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable three years after date with interest in meantime according to coupons thereto attached, and 10 per cent after maturity or default

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 first part making such sale on demand to the said parties of the first part their 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.

Sealed
Signed and delivered in presence of

Hugh Blair

Joseph D. Walton (SEAL.)

Josie Walton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 7th day of February, A. D. 1891, before me, Hugh Blair, a Notary Public in and for said county and State, came Joseph D. Walton and Josie Walton 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 28th Decr 1911 Hugh Blair Notary Public.

Recorded Feb 8th A. D. 1901, at 11 o'clock A. M.

H. D. Boardman
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 thereby created discharged.

As witness my hand this 27th day of Nov. A. D. 1916

Attest: Stella Boardman

Frank Aylsworth
Mr Frank Aylsworth

Recorded Sept 26 1922

Estelle T. Pethers & Duffa
Register of Deeds