

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirteenth day of March in the year of our Lord one thousand eight hundred and ninety One between Samuel S. Elliott and Jeanette H. Elliott his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and G. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred 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 parties 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 west half (1/2) of Block fifty one (51) in west Lawrence so called being a part of the southeast quarter (1/4) of section twenty five (25) Township Twelve (12) Range Thirteen (13)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel S. Elliott and Jeanette H. Elliott 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 Dollars according to the terms of One certain Note and six coupons this day executed and delivered by the said his heirs or assigns to the said parties of the second part:

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 parties 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 parties 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 Samuel S. Elliott 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

Samuel S. Elliott (SEAL.)
Jeanette H. Elliott (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 13th day of March, A. D. 1891, before me, _____, a Notary Public in and for said county and State, came Samuel S. Elliott and Jeanette H. Elliott 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 and affixed my official seal on the day and year last above written.

My commission expires April 13 1903
 Recorded March 16 A. D. 1891, at 11th o'clock A.M.

John M. Newlin
 Notary Public.
W. J. 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 lien hereby
 created is discharged, as witness my hand this
 Eleventh day of May, A.D. 1903 - G. J. Parker.

Release.

Recorded Feb. 11, 1903.

W. J. Foxman
 Register of Deeds.

