

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of March in the year of our Lord one thousand eight hundred and ninety one between John M. Cannon & Elizabeth Cannon his wife and M. C. Cannon unmarried, of the City of Lawrence, in the County of Douglas and State of Kansas of the first part, and E. A. Odell of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of

Three 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 part of the second part 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: Beginning at a point on the south line of the north west quarter of section six (6) in township thirteen (13) South of Range twenty (20) in Douglas County, Kansas, thirty (30) rods east of the south west corner of said quarter section; thence east along said south line ten (10) rods; thence north west and parallel with the west line of said quarter ten (10) rods to a stake; thence south and parallel with the west line of said quarter ten (10) rods to the place beginning containing about 5 acres 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 Three hundred 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 part of the second part: Payable two years after date with interest thereon according to the terms of said note and coupons thereto attached

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 part of the second part heirs 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 part 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 part of the second part making such sale on demand to the said parties of the first part heirs and assigns. Privilege to pay 50% on account of principal at maturity interest payment falls due

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

Hugh Blair

John M. Cannon (SEAL)

Elizabeth Cannon (SEAL)

M. C. Cannon (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas County SS.

Be it Remembered, That on this 25th day of March, A. D. 1901, before me,

a Notary Public in and for said county and State, came John M. Cannon & Elizabeth Cannon his wife & M. C. Cannon, single, 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 25th Dec 1901

Recorded Mar 27 A. D. 1901, at 3⁵⁰ o'clock P. M.

H. A. S. S. S. S.

Register of Deeds.



Recorded Jan 6th 1909.
A. W. D. D. D. D.
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 thereby created discharged.
As witness my hand this 27th day of December A. D. 1908.
E. A. Odell.

Clara J. Marley,
M. M. Marley,