

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 30th day of March in the year of our Lord one thousand eight hundred and ninety one between Mary D. Johnson of Baldwin in the County of Douglas and State of Kansas of the first part, and J. C. Barton of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred DOLLARS, to her 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 Lots Nos. "74" "75" & "76" on High Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary D. Johnson do hereby covenant and agree that at the delivery hereof is 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 promissory this day executed and delivered by the said Mary D. Johnson to the said party 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 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 his 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 Mary D. Johnson sale on demand to the said Mary D. Johnson heirs and assigns.

In Witness Whereof, The said party of the first part, ha her hereunto set her hand and seal the day and year last above written.

Signed and delivered in presence of

A. B. Johnson
Byron Barton
 STATE OF KANSAS,
 County of Douglas } SS.

Mary D. Johnson (SEAL.)
 (SEAL.)
 (SEAL.)
 (SEAL.)

Be it Remembered, That on this 30 day of March, A. D. 1891, before me, J. H. Priel a Justice of the Peace, a Notary Public in and for said county and State, came Mary D. Johnson

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

Recorded April 1st A. D. 1891, at 5 o'clock P. M.

J. H. Priel Notary Public
Justice of the Peace
W. D. Dorman Register of Deeds.

The following is enclosed all the original instrument
 Release - The note herein described having been paid in full
 this mortgage is hereby released and the said property
 created hereby charged as witness my hand this seventh
 day of February A. D. 1893.
 J. C. Barton
 Attest - J. H. Priel
 Register of Deeds.
 Recorded Feb 9th 1903.