

MORTGAGE-RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this twenty-ninth day of October in the year of our Lord one thousand eight hundred and eighty Eight between Sarah M. Morrow and John Morrow her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary J. Smith of Little Rock, Arkansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Twenty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part 2d 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: lots Nos Eighteen (18), Nineteen (19), Twenty (20), and Twenty-one (21) in Prager's Subdivision of Addition No Four (4) in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owners 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 Twenty Dollars according to the terms of the certain mortgage note this day executed and delivered by the said Parties of the first part to the said part 2d of the second part: due in three (3) years from date

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 2d 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 part 2d 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 of making such sales, and the overplus, if any there be, shall be paid by the part 2d making such sale on demand to the said Parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha ve hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Witnesses: Mary J. Smith  
S. A. Wright

Sarah M. Morrow (SEAL.)  
John Morrow (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 29th day of October, A. D. 1888, before me, Wm. D. Sinclair, a Notary Public in and for said County and State, came Sarah M. Morrow and John Morrow her husband to me personally known to be the same person s 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 Sept. 13 - 1892.Recorded Oct 30 A. D. 1888, at 2<sup>00</sup> o'clock P. M.

Notary Public.

By John D. Sinclair  
Notary Public.

The following is entered on the original instrument in consideration of full payment of the within mortgage. I hereby release the same this 10 day of Nov. 1896. Recorded Nov. 10 1896. Mary J. Smith by Wm. D. Sinclair. By James B. Bly Register of Deeds.