

This Indenture, Made this twenty fifth day of January in the year of our Lord one thousand eight hundred and eighty nine between George Newman and Maggie Newman his wife of Jackson in the County of Cape Girardeau and State of Missouri of the first part, and Wm D Newman of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Fifty 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 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: Lot No One Hundred and Eighty One (181) Willow Street in the City of Lawrence

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 owners of the premises above granted, and seized of a good and indeleasable 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 Hundred and fifty Dollars

according to the terms of the certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: due in one year from date, with interest at the rate of twelve percent per annum

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 of making such sales, and the overplus, if any there be, shall be paid by the party 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 hands and seals the day and year first above written.

Signed and delivered in presence of

G. W. Newman (SEAL.)

Margaret Newman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF Missouri
KANSAS } ss.
County of Cape Girardeau

Be it Remembered, That on this second day of February, A. D. 1889, before me, Clark of the County Court, a Notary Public in and for said County and State, came George W. Newman and Margaret Newman his wife and wife to me personally known to be the same persons 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 18

William Pass

Recorded Feb 12 A. D. 1889, at 2 55 o'clock P.-M. Clark County Court

Reg. later of Deeds

The following is entered on the Original Instrument.
In consideration of full payment of the mortgage I
hereby release the same this 12 day of July 1891
Recorded September 15 1891
Wm D. Sinclair

By Geo. Brooks Deputy Register of Deeds

