

## MORTGAGE RECORD

P. T. Foley, Mort. Book Manufacturer, Lawrence, Mass.

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and eighty nine between Allie F. Hart and Edw Hart her husband & Arthur R. Worcester unmarried all of the City of Oakland in the County of Alameda and State of Cal. of the first part, and Frank A. Lawrence of Boston Massachusetts of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand Five Hundred (\$1500.00) 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: The fourth half of lot number thirty three (33) Massachusetts Street in the City of Lawrence according to the survey, plat and map of said City, and on which the building occupied by Charles Kutorious Jeweler and A. Weber Merchant tailor is situated

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Allie F. Hart & Arthur R. Worcester 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 and that they will warrant and defend the same against the claims of all persons whomsoever

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Five hundred Dollars (\$1500.00) or before three years from the date of March 1, 1891 with interest at seven percent per annum payable semi-annually on the date of the next payment, according to the terms of that certain mortgage contract executed this day executed and delivered by the said Allie F. Hart, Edw Hart her husband and Arthur R. Worcester 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 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

C. C. MarchM. E. ClewoodAllie F. Hart

(SEAL.)

Edw Hart

(SEAL.)

Arthur R. Worcester

(SEAL.)

(SEAL.)

California  
STATE OF KANSAS } ss.  
Alameda  
County of County

Be it Remembered, That on this first day of March, A. D. 1889, before me, C. C. March, a Notary Public in and for said County and State, came Allie F. Hart, Edw Hart her husband and Arthur R. Worcester 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 Feb 27 1891.C. C. MarchRecorded March 5 A. D. 1889, at 3 o'clock P.M.Alameda Co. Cal.

Notary Public.

James Brooke

Reg. Utr. of Deeds

In Assignment and Release see Book 22 Page 662