

This Indenture, Made this 23^d day of March in the year of our Lord one thousand eight hundred and eighty Nine between Edward C. Murphy and Ida May Murphy his wife of Laborer in the County of Douglas and State of Kansas of the first part, and M. H. Moore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: The South fifty (50) feet of Lot Eight (8) and Nine (9) in Block Eleven (11) Wabash enlarged addition to 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 Edward C. Murphy does hereby covenant and agree that at the delivery hereof he 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 Four hundred and fifty Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Edward C. and Ida May Murphy to the said party of the second part: payable on or before Eighteen (18) months from date at the City of Lawrence Kansas with interest at the rate of 13 per annum payable annually in payments of \$25 or more to be paid quarterly from date and interest on said note 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 Edward C. Murphy his heirs and assigns.

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

Edward C. Murphy (SEAL.)
Ida May Murphy (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 23^d day of March, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Edward C. Murphy and Ida May Murphy his 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 Jan'y - 17 - 1891.

Recorded March - 23 - A. D. 1889, at 2 o'clock P. M.

James Brooks

Register of Deeds.

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, on the 23rd day of March, 1889, and the same having been compared with the original instrument, and the same being correct, I have hereunto set my hand and seal this 23rd day of March, 1889.

This following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, on the 23rd day of March, 1889, and the same having been compared with the original instrument, and the same being correct, I have hereunto set my hand and seal this 23rd day of March, 1889.