

This Indenture, Made this third day of May in the year of our Lord one thousand eight hundred and eighty nine between Alfred Palmer and Annie W. Palmer his wife both of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and James Brooks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred 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 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: Lot number One hundred and two (102) on Massachusetts Street in the City of Lawrence according to the plat of said City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Alfred Palmer and Annie W. Palmer 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 save and except mortgaged \$1600 to The National Loan and Trust Company dated 1st October 1876 bearing interest at 9% per annum

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred dollars according to the terms of a certain Promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable in three years Merchants National Bank Lawrence Kansas with interest at 10% 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 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 party 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 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

Hugh Blair

Alfred Palmer (SEAL.)

Annie W. Palmer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this 3rd day of May, A. D. 1889, before me, Hugh Blair, a Notary Public in and for said County and State, came Alfred Palmer and Annie W. Palmer 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 25th Dec 1889.

Recorded May 3 A. D. 1889, at 4³⁰ o'clock P. M.

Notary Public.

James Brooks Register of Deeds.

This mortgage is acknowledged before me by Alfred Palmer and Annie W. Palmer his wife on the 3rd day of May 1889 and the instrument is duly recorded in my office on the 3rd day of May 1889. Hugh Blair
 Recorded April 15, 1892 at 5³⁰ o'clock P. M. James Brooks Register of Deeds.
 J. B. McCamey