

This Indenture, Made this Third day of February in the year of our Lord one thousand eight hundred and eighty Eight between James S. Stevens married

of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Nellie H. Hawley of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has 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: Begin 25 feet South of the North West corner of Reserve 5, thence East 152 feet thence North 45 degrees East to Rail Road thence along Rail Road to East line of Reserve 5 thence South along East line of Reserve 5 to a point 12 feet South of South line of Reserve 5 thence West 193 1/2 feet more or less thence North 62 feet thence West 16 feet to East line of Tennessee Street thence North 125 feet to Place of beginning being part of Reserve 4-5 and in the City of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James S. Stevens do 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 Seven hundred Dollars

according to the terms of One certain Promissory note this day executed and delivered by the said James S. Stevens to the said party of the second part: Due five years from the date hereof and drawing interest at the rate of 7 per cent per annum interest payable annually.

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 James S. Stevens heirs and assigns.

In Witness Whereof, The said party of the first part, ha hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

James S. Stevens (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this Third day of February, A. D. 1888, before me, Henry D. Grimes, a Notary Public in and for said County and State, came James S. Stevens an unmarried man known to be the same person 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 Aug 25th 1890. Henry D. Grimes Notary Public.

Recorded May 3 A. D. 1888, at 4⁴⁵ o'clock P. M.

James Brooks Register of Deeds.

The following is enclosed on the original purchase
 \$1100 Lawrence Mo. Feb. 26 1891 - Received of John S. Stevens the sum of
 One hundred and ten dollars in full satisfaction of the mortgage paper hereby authorized
 Recorded in Book 27 of Douglas County Mo. at 11:15 AM
 Frank Smith

The following is enclosed on the original purchase
 \$1100 Lawrence Mo. Feb. 26 1891 - Received of John S. Stevens the sum of
 One hundred and ten dollars in full satisfaction of the mortgage paper hereby authorized
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