

This Indenture, Made this Third day of May in the year of our Lord one thousand eight hundred and eighty Nine between Albion W. Whitcomb and Margaret W. Whitcomb as partners doing business as Whitcomb Bros. of Lawrence in the County of Douglas and State of Kansas of the first part, and Alfred Palmer of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred & Seventy five 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 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 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 indefeasible estate of inheritance therein free and clear of all incumbrances same and except those certain mortgages together equal to the sum of money \$600.00 bearing interest at 9% per annum dated October 1886 in favor of the National Loan and Trust Company of New York and certain other Mortgage for \$500.00 dated and made this 3rd day of May in favor of Samuel H. Hume. This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and seventy five Dollars balance of purchase money on Lot No 102 Mass St. above described according to the terms of Four certain Promissory Notes this day executed and delivered by the said parties of the first part to the said party of the second part: No. 1. of said notes being for \$100.00 due in one year No. 2 for \$75.00 due in one year No. 3 for \$100.00 due in one year and No. 4 for \$100.00 due in three years all bearing interest at 9% and payable at the National Bank Lawrence Kansas

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 hand and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

A. H. Whitcomb (SEAL.)

M. W. Whitcomb (SEAL.)

Whitcomb Bros. (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12 day of May, A. D. 1887, before me, Hugh Blair, a Notary Public in and for said County and State, came Albion W. Whitcomb and Margaret W. Whitcomb 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 Decr 1889.

Recorded May 7 A. D. 1887, at 10⁰⁰ o'clock A. M.

Notary Public.

James B. B. B.
Reg. Value of Deeds.