

This Indenture, Made this 15th day of June in the year of our Lord one thousand eight hundred and eighty Nine between W. W. Scott and Alice C. Scott his wife of the first part, and Mrs Clara V. Coleman of Canandaigua, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Lots Nos Fifty four (54) and Fifty six (56) on New York Street in 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 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

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars

according to the terms of the certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: due in three years from date, with interest from maturity until paid, at the rate of ten per cent per annum, the interest from date to maturity being evidenced by coupons attached to 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 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

W. W. Scott (SEAL.)

Alice C. Scott (SEAL.)

(SEAL.)

(SEAL.)

Wit. By
STATE OF KANSAS } ss.
County of Oklahoma }

Be it Remembered, That on this 22nd day of June, A. D. 1889, before me, J. L. Kramer a Notary Public in and for said County and State, came W. W. Scott and his wife Alice C. Scott

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 18

Recorded June 26 A. D. 1889, at 10 o'clock M.

J. L. Kramer
Notary Public
W. W. Scott
Register of Deeds

J. L.

(Witnessed in Book 53 Page 214)

(Assigned Seal Book 5 Page 209)

Subsequent instrument of original instrument
our law firm has been paid in full this mortgage which released and the
similarity created discharge
As witness my hand this 20 day of May, A.D. 1890
J. L. Kramer
Recorded May 21, 1890, at 2 o'clock P.M. James B. Brown, Register of Deeds