

Witnesseth, That the said part 1st of the first part in consideration of the sum of \$2000 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 No Eight (8) and the North half of Lot No Nine (9) in Lane Place, in the City of Lawrence; subject, however, to a prior mortgage of \$200. to said W. C. Bagdady, recorded in the office of the Register of Deeds in and for Douglas Co. Kansas in Book No. 16 at page 122.

with all the appurtenances, and all the estate, title and interest of the said part <sup>1st</sup> 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 save as above noted, and will warrant and defend the same in the quiet and peaceable possession of said 3d party, his heirs and assigns forever, against all persons lawfully claiming the same.

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

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second party due in three years after date, with interest after maturity or default, 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 y 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 part y 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 part y 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, has thereunto set their hands and seals the day and year first above written.

*Signed and delivered in presence of*

Her B. Edgar  
H. H. Holcomb

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 5<sup>th</sup> day of October, A. D. 1889, before me, Leob B. Edgar, a Notary Public in and for said County and State, came Mary H. Tarngton and Charles H. Tarngton her husband 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 June 5 1893.

Recorded Oct 5 A. D. 1889, at 3 o'clock P M.

Geo. B. Edgar  
3<sup>15</sup> o'clock P. M.  
Douglas Co. Kas.  
Amie Brooks  
Register of Deeds.

Assigned see Book 30 - Deposits  
Assigned see Book 31, Page 231  
Assigned see Book 31, Page 439  
Assigned see Book 22, Page 894