

This Indenture, Made this 22^d day of October in the year of our Lord one thousand eight hundred and eighty nine between Dora V. Clarke and Sidney Clarke, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and W. C. Beardsley 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 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. One hundred and fifty (151) on Ohio Street in the City of Lawrence being the homestead of the said parties of the first part; subject, however, to a mortgage of \$900 to said W. C. Beardsley, recorded in the office of the Register of Deeds and for Douglas County, Kansas, in Book "20" page 3 said 1st parties agree to keep said premises insured during the existence of this mortgage, for the sum of \$1000, for benefit of mortgage or assigns.

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 save as above, and that they will warrant and defend the same in the quiet, and peaceably possession of said 2d 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 Three hundred Dollars

according to the terms of one certain mortgage 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 after maturity or default, at the rate of ten percent 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 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 of the second part his 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

Dora V. Clarke (SEAL.)

Sidney Clarke (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of, Douglas } ss.

Be it Remembered, That on this 23^d day of October, A. D. 1889, before me, H. E. Benson a Notary Public in and for said County and State, came Dora V. Clarke and Sidney Clarke, 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 July 20th 1891.

H. E. Benson Notary Public.

Recorded Oct 24 A. D. 1889, at 3³⁰ o'clock P. M.

James Brooks Register of Deeds.

The following is inserted on the original instrument:
The parties herein described having been paid in full the mortgage as hereby created and the same hereby created discharged, this 30th day of October, A. D. 1894 at Lawrence, Kansas, W. C. Beardsley

Witness my hand and seal this 23rd day of October, 1889, at Lawrence, Kansas, H. E. Benson

