

This Indenture, Made this fourth day of November in the year of our Lord one thousand eight hundred and eighty nine between James Port and Mary J. Port his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John M. Adler of New York City of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four hundred and fifty (\$450) 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 fifty five (155) and lot number One hundred and fifty seven (157) in Block number fifty five West Lawrence, and being the same lots heretofore conveyed by Fortunatus Noble and wife to James Port by Warranty Deed dated March 24, 1887

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James Port 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 four hundred and fifty dollars (\$450) and the interest according to the terms of one certain coupon note this day executed and delivered by the said James Port to the said party of the second part: and payable three years after date, with interest at the rate of eight per cent per annum payable semi-annually on the 1st day of May and November each year

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 surplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first 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

James Port (SEAL.)  
Mary J. Port (SEAL.)  
\_\_\_\_ (SEAL.)  
\_\_\_\_ (SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 4th day of November, A. D. 1889, before me, Charles Chadwick, a Notary Public in and for said County and State, came James Port and Mary J. Port husband and wife who are 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 Sept 6 1891. Charles Chadwick Notary Public.  
Recorded No 4 A. D. 1889, at 3 o'clock P. M. Douglas County

James Brooks Reg. U.S. of Inds.

(Assigned to Book 3 Page 419) also 33/190. For release see Book 37 Page 75