

MORTGAGE RECORD

P. T. Foley, Clerk Court House, Lawrence, Kansas

This Indenture, Made this first day of January in the year of our Lord one thousand eight hundred and eighty ninety between Edwin Roussell and Mary Etta Roussell of Lawrence in the County of Douglas and State of Kansas of the first part, and Rev. A. J. Ennis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of two 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 103 New York St.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edwin Roussell and Mary Etta Roussell 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 indeleasible estate of inheritance therein free and clear of all incumbrances. Excepting a mortgage issued to the Lawrence Loan and Building Assn. The first half of above mortgage will be paid in July-90. The last half paid in installments of \$5.00 per month and runs for two years and six months. There is about \$26.00 unpaid on above mortgage. This grant is intended as a Mortgage to secure the payment of the sum of two hundred dollars

according to the terms of a certain Promissory Note this day executed and delivered by the said Edwin Roussell and Mary Etta Roussell to the said party of the second part: Rev. A. J. Ennis

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 Edwin Roussell and Mary Etta Roussell 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

Edwin Roussell (SEAL.)  
Mary Etta Roussell (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 30 day of January, A. D. 1890, before me, J. H. Sternberg Justice of the Peace, a Notary Public in and for said County and State, came Edwin Roussell and Mary Etta Roussell 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 18

Recorded March-26 A. D. 1890, at 4 o'clock P. M. J. H. Sternberg Justice of the Peace

J. H. Sternberg  
James Brooks  
Notary Public  
By Later of Deeds.

The following is a true and correct copy of the original instrument in consideration of full payment of the within mortgage I hereby release the same this 22nd day of February 1890 A. J. Ennis