

MORTGAGE RECORD

P. A. FULTON, Notary Public, Lawrence, Kansas

The following is endorsed on the original instrument:
The note herein executed having been paid in full, this mortgage is hereby released and the same hereby cancelled and discharged. As Witness my hand this 9 day of April 1894
Recorded April 9th 1894
J. C. Phillips, Notary Public
Register of Deeds

This Indenture, Made this 25 day of April in the year of our Lord one thousand eight hundred and eighty Ninety between Lophia M. Thary, widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Delia A. Phillips of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty (250) 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 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: Lot No One hundred and Ninety (119) on Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lophia M. Thary do hereby covenant and agree that at the delivery hereof she 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 Two hundred and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said Lophia M. Thary to the said party of the second part in one year from date with interest at the rate of eight per cent per annum Payable semi annually and 10% if not paid when due

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 Lophia M. Thary heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Lophia M. Thary (SEAL.)

_____ (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25 day of April, A. D. 1892, before me, L. H. Steele, a Notary Public in and for said County and State, came Lophia M. Thary a widow to me personally 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 June 17 1890. L. H. Steele Notary Public.
Recorded April 25 A. D. 1892, at 3 o'clock P. M.

James Brooke Reg. later of Deeds.