

This Indenture, Made this 21<sup>st</sup> day of April in the year of our Lord one thousand eight hundred and eighty nine between Hammond C. Muzzy and Sarah H. Muzzy his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. A. Manley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 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: The South half (1/2) of Lot Number Sixty six (36) in Addition Five (5) in North Lawrence now in the City of Lawrence being Homestead of Grantors and elected as such by them

with all the appurtenances, and all the estate, title and interest of the said parcel 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

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred \$ Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Hammond C. and Sarah H. Muzzy to the said party of the second part: payable \$500 in five years from date and \$100 in two years from date at the Lawrence National Bank of Lawrence Kas. with interest at the rate of Eight (8) percent per annum payable semi-annually on 21<sup>st</sup> days October and April of 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 overplus, if any there be, shall be paid by the party making such sale on demand to the said Hammond C. Muzzy heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Hammond C. Muzzy (SEAL.)  
Sarah H. Muzzy (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 21<sup>st</sup> day of April, A. D. 1890, before me, Alfred Whitman, a Notary Public in and for said County and State, came Hammond C. Muzzy and Sarah H. Muzzy his wife 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 January 19-1891.

Recorded April 26 - A. D. 1890, at 4<sup>20</sup> o'clock P.-M.

Alfred Whitman Notary Public.

James Brooks Register of Deeds.

Released & See Book 69 Page 5613

The following is indorsed on the original instrument. The note herein described having been paid in full, this Mortgage is hereby released and the J. A. Manley created discharged. A. D. 1893. as witness my hand this 25 day of March 1893. Alfred Whitman