

MORTGAGE RECORD

This Indenture, Made this 25th day of April in the year of our
Lord one thousand eight hundred and eighty nine, between
Hannah Burley and William H. Burley her husband
of Douglas, in the County of Douglas and State of Kansas,
of the first part, and Lindarella Miller
of the second part,

Wilnesseth, That the said parties of the first part in consideration of the sum of
Eight hundred & twenty five ⁰⁰ 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 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 number Twenty eight (78) Rhode Island Street in
the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 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 ~~except a Mortgage to secure~~
the payment of a note for £500 dated this day

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred and Twenty Five Dollars according to the terms of Two (2) certain promissory notes this day executed and delivered by the said Hannah Durley and William C. Durley to the said part of the second part; One hundred and twenty five dollars per year for two years from date and four hundred and twenty five dollars in three years, conditioned to draw upon National Bank of Lawrence Kansas without interest at the rate of six percent premium paid annually, 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 Hannah Durley heirs and assigns.

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

Signed and delivered in presence of

Hannah O. Purley _____ (SEAL.)

William A. Peiley (SEAL.)

(SEAL.)

(Sect. 1)

STATE OF KANSAS, }
County of Douglas } ss

Be it Remembered, That on this 26 day of April, A. D. 1890, before me,
Alfred Whitman a Notary Public in and for said County and
State, came Hannah O'Curley and William T. O'Curley her husband—
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 January 19 - 1891. Alfred Whitman
Notary Public.
Recorded May 9 A. D. 1890, at 4¹⁰ o'clock P.M.

James Brooks Register of Deeds.