

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kansas

This Indenture, Made this Eleventh day of June in the year of our Lord one thousand eight hundred and eighty Ninty between Mrs. A. E. Marlatt of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Susan A. Green of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of (\$100.00) One hundred DOLLARS, to her 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: Lots No. 71-73-75-77 situated on Pennsylvania Street

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mrs. A. E. Marlatt of the first part 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 One Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said A. E. Marlatt to the said party of the second part: The same bearing even date herewith bearing interest at the rate of 10 per cent per annum

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 Mrs. A. E. Marlatt 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

P. M. Pate
J. M. Spencer

A. E. Marlatt (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 11th day of June, A. D. 1890, before me, John M. Spencer, a Notary Public in and for said County and State, came A. E. Marlatt

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 Apr. 26th 1892.Recorded June 11 A. D. 1890, at 3 o'clock P. M.

Notary Public.

Reg. later of Deeds