

MORTGAGE RECORD

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

This Indenture, Made this 26th day of June in the year of our Lord one thousand eight hundred and eighty six between Mrs E B Brickland of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Rosetta M Akers of Topeka Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nineteen Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 Fourteen (114) on Louisiana 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 party of the first part doth 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 and that she will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs and assigns forever, against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Nineteen Hundred Dollars, being part purchase money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part due in two years from date, with interest after maturity or default at the rate of ten per cent per annum, the interest from date to maturity or default being evidenced by coupons attached to said note

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 party of the first part, her heirs and assigns.

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

Signed and delivered in presence of Mrs E B Brickland (SEAL)

STATE OF KANSAS } ss. County of Douglas

Be it Remembered, That on this 26th day of June, A. D. 1890, before me, Wm G Sinclair a Notary Public in and for said County and State, came Mrs E B Brickland



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 Sept 13 1892 Wm G Sinclair Notary Public

Recorded July 5 A. D. 1890, at 11 o'clock - M.

Janner Brooks Reg. later of Deeds

Vertical handwritten notes on the left margin: 'The mortgage was recorded in the office of the Register of Deeds...'

Vertical text on the far left edge of the page, partially cut off.