

This Indenture, Made this Ninth day of October in the year of our Lord one thousand eight hundred and eighty ninety between M. A. C. Killam (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and H. H. Howard of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand Dollars DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part his 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 numbered Twenty-one (21) Twenty-three (23) and Twenty-five (25) on the Campbell Street West side thereof and between Northrop and King Streets in the City of Lawrence according to the plat thereof

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said M. A. C. Killam (widow) 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 except two mortgages in favor of J. J. Collins - one of said mortgages being for \$10000 and the other for \$1200.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars for money heretofore loaned to her according to the terms of a certain certain promissory note this day executed and delivered by the said M. A. C. Killam (widow) to the said party of the second part: payable on day after date to draw ten per cent interest from date till paid

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 M. A. C. Killam (widow) 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

M. A. C. Killam (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 9<sup>th</sup> day of October, A. D. 1890, before me, August L. Delig, a Notary Public in and for said County and State, came M. A. C. Killam (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 Nov - 10 - 1890. August L. Delig Notary Public.

Recorded Oct - 9 - A. D. 1890, at 5<sup>40</sup> o'clock P.M.

J. S. Brooks Register of Deeds.

In consideration of \$1000.00  
notes of the within mortgage  
I hereby release the same this

Attest A. C. Campbell  
Register of Deeds