

This Indenture, Made this 25<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and eighty eighty between Laura D. Sutton, a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. D. Archer, of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 No. Thirty eight (38) on Commercial Street in the City of Lawrence, being the homestead of the said party of the first part

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 save a prior mortgage of Five hundred Dollars to said William D. Archer, and that she will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his 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 Twenty five Dollars

according to the terms of 10 certain mortgage notes this day executed and delivered by the said party of the first part to the said party of the second part: payable as follows: seven and 7/10 Dollars on the 5<sup>th</sup> day of April and October in each year until said sum of Twenty five Dollars is fully paid, with interest after maturity or default at the rate of ten 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 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 party of the first part her 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

Michael Sutton (SEAL.)  
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\_\_\_\_\_ (SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 25<sup>th</sup> day of October, A. D. 1890, before me, D. L. Hadley, a Notary Public in and for said County and State, came Laura D. Sutton, a 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 Feb - 7 - 18.92. D. L. Hadley Notary Public.  
Recorded Oct - 30 - 1890, at 0 o'clock P.M.

James Brooks Register of Deeds.

In consideration of full amount of the within mortgage, I hereby release the same this 105<sup>th</sup> day of December, 1896. Wm. D. Archer

This document is included on Original Instrument in consideration of full payment of the within mortgage. I hereby release the same this 20<sup>th</sup> day of Dec. 1899.