

the same persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

E. L. J.

(Seal expires Sept 6th 1891)

Recorded Jan 30, 1891 at 11⁴⁰ o'clock A.M.

Chas Chadwick

Notary Public

James Brooks

Register of Deeds.

This Indenture, Made this 22^d day of January in the year of our Lord one thousand eight hundred and Ninety one between Grace M^cCallough of lawful age of Lawrence in the County of Douglas, and State of Kansas, of the first part, and Maggie Price of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of One hundred twenty Eight ⁷⁰/₁₀₀ Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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 164 One hundred Sixty four in Block number 54 Fifty four with 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 does 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 against all claims whatsoever, Except a prior mortgage of \$200.00 Two hundred.

This Grant is intended as a mortgage to secure the payment of the sum of One hundred twenty Eight Dollars, due and payable in sixty days from date hereof with interest thereon from due at ten per cent per annum according to the terms of One certain promissory note, this day executed and delivered by said Grace M^cCallough to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said party of the first part hereby agrees to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon and to keep the buildings erected and to be erected on said premises insured in favor of the second party or her at-

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage, by
a new mortgage. I hereby release the same this 30 day of Sept. 1891
Maggie Price by
J. H. Van Hook her atty.

Recorded September 23rd 1891
JAMES BROOKS
Register of Deeds