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- day of \_\_\_\_ Novemberin the year of our This Indenture, Made this Lord one thousand eight hundred and minety between. - Josephine Chitwood and Tranwill Chitwood her husband -- and State of Dancas in the County of \_\_\_\_ Douglas\_\_ of A dawrence of the first part, and althacy. Fourt of the second part,

Witnesseth, That the said part (11 of the first part in consideration of the sum of \_\_\_\_\_

- DOLLARS, to them duly paid, the receipt Two Hundred and Sifty of which is hereby acknowledged, have sold and by these presents do \_\_grant, bargain, sell and mortgage to the said party\_ of the second part 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 (1) Block no. Sive (5) dane Place an addition to the City of awrence -

with all the appurtenances, and all the estate, title and interest of the said particle of the first part therein. And the said gosephine Chitwood and Granville Chitwood

do - hereby covenant and agrees at the delivery hereoffley are the lawful owners of the premises above granted, and seized of a good and indefeasiblesstate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of - Twostundred and Fifty Dollars-

according to the terms of three certain <u>notes</u> this day executed and delivered by the said gosephine Chitwood and Granville Chitwood to the said party of the second part 250 in his Months regime for months and too in five years after date interest at this day executed and delivered by the to the said party of the second part: 6% annually. Daid 350 being a balance of the plachase money of said premices-

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 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 for exhine Chilwoodheirs and assigns.

In Witness Whereof, The soid parties of the first part, have hereunto set their hands and seals the day and year first above written. Josephinex Chitwood

Signed and delivered in presence of L. A. Steele

4 STATE OF KANSAS, SS. County of Douglas

Be it Remembered, That on this -19 - day of November -, A. D. 1890, before me

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(SEAL.)

( SEAL.) (SEAL.)

( SEAL.)

, a Notary Public in and for said County and d. L. Steele -State, came Josephine Chitwood and Granville Chitwood her husband \_\_\_\_ to me personally

known to be the same person s 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.

L. P. Steele My commission expires June - 18- 1894 Recorded 100 - 19 A. D. 1890, at 3 o'clock - M.