

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10th day of December in the year of our Lord one thousand eight hundred and ninety between Elizabeth Dixon of Lawrence in the County of Douglas and State of Kansas of the first part, and G. M. Hartmann of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do 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 Eighty seven (87) on New Hampshire 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 do hereby covenant and agree, at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred & no Dollars according to the terms of one certain promissory note this day executed and delivered by the said Elizabeth Dixon to the said party of the second part: payable two (2) years from date with interest of eight (8) per cent per annum payable semi annually

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 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 Elizabeth Dixon 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

Elizabeth Dixon (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 10th day of December, A. D. 1890, before me J. R. Bingle, a Notary Public in and for said County and State, came Elizabeth Dixon 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 - 17th 1890 J. R. Bingle Notary Public.
Recorded Dec - 10 A. D. 1890, at 11 o'clock A M.

James Brooks Register of Deeds

The following is recorded on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this

5th day of January 1891
G. M. Hartmann
by Steph. Hartmann Atty in fact

