

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixth day of December in the year of our Lord one thousand eight hundred and ninety between Charles S. Macy and Laura S. Macy his wife of Bloomington in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Twenty five DOLLARS, to them duly paid, the receipt 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 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: Lots Nos Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) and Ten (10) in Block Thirty Nine (39) in The Town of Bloomington Douglas Co Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles S. Macy and Laura S. Macy do hereby covenant and agree at the delivery hereof They the lawful owners 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 Twenty five dollars according to the terms of one certain Note and four coupons this day executed and delivered by the said Charles S. Macy and Laura S. Macy to the said party of the second part: his heirs or assigns

Insurance policy of One hundred dollars payable to Mortgagee

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 Charles S. Macy heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

L. C. Christian

C. S. Macy

(SEAL.)

Laura S. Macy

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 19 day of Dec, A. D. 1890, before me J. W. Christian, a Notary Public in and for said County and State, came C. S. Macy and Laura S. Macy his wife 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 Dec - 27 - 1890

J. W. Christian

Notary Public.

Recorded Dec - 29 - A. D. 1890, at 9 o'clock 9 M.

James Brooks

Register of Deeds

The following is endorsed on original instrument:
The Notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.

W. H. Nelson my hand, this 13 day of May A.D. 1893

Attest, John M. Newlin
Recorded May 13, 1893 at 1:30 o'clock P.M. James Brooks Register of Deeds
McCarman Deputy

