

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this first day of January in the year of our Lord one thousand eight hundred and ninety one between Mrs. Eva A. Sullivan unmarried woman of Lawrence in the County of Douglas and State of Kansas of the first part, and Aurilla Holmes Vermont of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One thousand 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 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 120 twenty, on Ohio St 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 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 One thousand dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part her payable three years (3 years) after date with interest at the rate of (7%) seven per cent per annum from date until paid

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 party of the first part 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

Eva A. Sullivan

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of January, A. D. 1891, before me M. Summerfield, a Notary Public in and for said County and State, came Eva A. Sullivan

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 - 22 - 1891M. Summerfield

Notary Public

Recorded Jan - 8 - 1891, at 3 o'clock P M.James Brooks

Register of Deeds

For Release See Book 44 Page 147

The following is endorsed on the original instrument