

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of December in the year of our Lord one thousand eight hundred and ninety between Charles W. Hughes and Nettie Hughes, his wife of California in the County of Alameda and State of California of the first part, and W. E. Beardsley of Auburn, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred 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: Lot Nos One Hundred and Forty five (145) and One Hundred and Forty three (143) Elm Street, in that part of the City of Lawrence formerly known as North Lawrence Grantor agree to maintain fire insurance upon the buildings located thereon during the existence of this loan for benefit of Grantee, or assigns.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree at the delivery hereof they are 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest from maturity or default at the rate of ten percent per annum, the interest from date to maturity or default being evidenced by coupons attached to said note, 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, appraisal 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Charles W. Hughes (SEAL.)
Nettie Hughes (SEAL.)
(SEAL.)
(SEAL.)

STATE OF Colorado KANSAS, } SS.
County of Arapahoe

Be it Remembered, That on this 17th day of December, A. D. 1890, before me J. A. Allen, a Notary Public in and for said County and State, came Charles W. Hughes and Nettie Hughes 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 May 11th 1893 J. A. Allen Notary Public.
Recorded Jan 21 A. D. 1891, at 4:30 o'clock P. M.
James Brooks Register of Deeds

(Original Sent to Book of Page 307)
(Released See Book of Page 307)