

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twenty first day of July in the year of our Lord one thousand eight hundred and ninety one between Grace McCullough (Single) of Lawrence in the County of Douglas and State of Kansas of the first part, and James Brady of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: One hundred and sixty four (64) in Block 81, four (54) in West Lawrence, Lawrence Kansas, as the same is marked and designated in the recorded plat thereof now on file in office of Recorder of Deeds in and for said County of Douglas and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Grace McCullough does hereby covenant and agree, at the delivery hereof she 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 Two Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Grace McCullough to the said party of the second part or his assigns.

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 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

John M. NewlinGrace McCullough

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 21 day of July, A. D. 1891, before me, a Notary Public in and for said County and State, came Grace McCullough 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 April 21 1891John M. Newlin

Notary Public

Recorded Jan 22 A. D. 1891, at 9 o'clock M.James Brooks

Register of Deeds

*I, J. A. Larvey, Clerk of the District Court in and for the County of Douglas and State of Kansas, do hereby certify that judgment in this case was rendered the 15th day of Dec. 1893 and entered in full July 20th A.D. 1894. Judgment recorded in Journal R. Page 617. J. A. Larvey, Clerk Dist Court.*

*That the following is witnessed on the original instrument.*