

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 15<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and Ninety between Rebecca E. Adams and Oliver B. Adams husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary Huffington of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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: lots numbered forty two and forty three (42 & 43) in Simpson's Subdivision of that part of the City of Lawrence formerly known as North Lawrence Douglas County and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Rebecca E. Adams and Oliver B. Adams do hereby covenant and agree, <sup>that</sup> 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 subject however to one former mortgage of \$200 of date Oct 1<sup>st</sup> 1886 in favor of Mary Huffington

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars and ten cts annuities interest due in one year from date according to the terms of one certain promissory note this day executed and delivered by the said Rebecca E. Adams and Oliver B. Adams to the said party of the second part

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 or demand to the said parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this 15<sup>th</sup> day of September, in the year of our Lord eighteen hundred and Ninety Rebecca E. Adams (Seal)

Signed and delivered in presence of

Geo B. Edgar (Seal)Oliver B. Adams (Seal)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 15<sup>th</sup> day of September, A. D. 1892, before me Geo B. Edgar, a Notary Public in and for said County and State, came Rebecca E. Adams and Oliver B. Adams of Lawrence Kansas 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 15<sup>th</sup> day last above written.

My commission expires June 1 - 1893 Geo B. Edgar Notary Public

Recorded Feb 4 A. D. 1892, at 10<sup>15</sup> o'clock A - M.

James Brooks Register of Deeds

The following instrument is a mortgage instrument.  
 In consideration of full payment of the within mortgage I hereby release the same this 7<sup>th</sup> day of Feb 1892.  
Mary Huffington  
Recorded Feb 7, 1892 James Brooks Register of Deeds.  
By A. W. Carman, Deputy