

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Fifth day of February in the year of our Lord one thousand eight hundred and ninety one between Rhoda Reed widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Martin H. Heim of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Thirty (30) 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: lot numbered One hundred and Twenty nine (129) on New Jersey Street 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 Rhoda Reed 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 estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Thirty dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Rhoda Reed 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 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 Rhoda Reed 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

Justus Howell  
Wm H. Smith

Rhoda Reed  
mark

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

Be it Remembered, That on this 25 day of February, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came Rhoda Reed widow

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

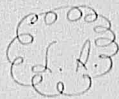
In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 21<sup>st</sup> Dec. 1893Hugh Blair

Notary Public.

Recorded March 19 A. D. 1891, at 5 o'clock P M.

James Brooks  
Register of Deeds



The following is indorsed on the original instrument  
 In consideration of full payment of mortgage  
 I hereby release the same this 9th day of October 1893  
 Martin H. Heim  
 or James Brooks  
 Atty in fact -  
 Recorded Oct 9th 1893  
 James Brooks  
 Register of Deeds