

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this fourth day of January in the year of our Lord one thousand eight hundred and ninety between Linda Waffle of Lawrence in the County of Douglas and State of Kansas of the first part, and Nattie C. Hulick of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nine Hundred and thirty 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: Commencing 4 rods South of No. Ea. Corner of the No. Ea. quarter (1/4) of Sec One (1) Tp. Thirteen (13) and Range Ninety, in which thence running South twenty four (24) rods thence West twenty (20) rods thence North twenty four (24) rods thence East twenty (20) rods to place of beginning containing three (3) acres more or less reserving however for right of way for a road or street a strip two (2) rods wide on both the No. and South of said described land being same land conveyed to John P. Hubbard by L. S. Robinson and C. Robinson by Deed dated 24 Mch. 1891 recorded 29 March 1891 Book No. 34 P. 69 record and Douglas Co. 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 part 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 except a mortgage to secure the payment of fifteen hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of Nine Hundred and thirty Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Linda Waffle to the said party of the second part: payable five (5) years from date at Lawrence, Kansas with interest at the rate of seven (7) percent per annum payable annually

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, appraisalment 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 Linda Waffle her 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

Linda Waffle (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25 day of January, A. D. 1890, before me Alfred Whitman, a Notary Public in and for said County and State, came Linda Waffle

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 Jan - 19 - 1891 Alfred Whitman Notary Public

Recorded April - 28 - A. D. 1891, at 12 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument