

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eighteenth day of May in the year of our Lord one thousand eight hundred and ninety one between James H. Witbeck and Sarah J. Witbeck his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel W. C. Goddard of Hubbardston Massachusetts of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred (\$600.00) 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 number one hundred sixty five (165) Connecticut Street in the City of Lawrence, according to the survey plat and map of said city

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said James H. Witbeck do hereby covenant and agree at the delivery hereof he 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 Six Hundred dollars and interest thereon at 7% per annum 5 years from date according to the terms of one certain coupon mortgage note - this day executed and delivered by the said James H. Witbeck and Sarah J. Witbeck his wife to the said party of the second part:

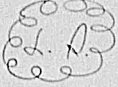
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due 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 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
Chas Chadwick James H. Witbeck Sarah J. Witbeck
(SEAL.) (SEAL.) (SEAL.)
(SEAL.) (SEAL.) (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 19th day of May, A. D. 1891, before me Charles Chadwick, a Notary Public in and for said County and State, came James H. Witbeck and Sarah J. Witbeck husband and wife who are 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 Sept 6th 1891 Chas Chadwick Notary Public.
Recorded May 19 A. D. 1891, at 2 o'clock P. M. Douglas Co. Kansas.
James Brooks Register of Deeds

The following is indorsed on the above instrument:
This mortgage was recorded on the 18th day of January, A.D. 1893 -
is hereby released, and the loan hereby created discharged.
S. W. C. Goddard

Recorded April 11th 1893 -
James H. Witbeck
Sarah J. Witbeck