

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29 day of May in the year of our Lord one thousand eight hundred and ninety one between Benjamin Ellis an unmarried man of Lawrence in the County of Douglas and State of Kansas of the first part, and William C. Bigger of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred (\$400.00) DOLLARS, to him 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 Number One hundred and Thirty (130) on New Jersey Street in the City of Lawrence
The Grantor hereby reserve the right to pay off the indebtedness secured by this Mortgage at the end of two years or at any interest payment thereafter and said first party agrees to maintain insurance on the Buildings on said property in favor of Wm C. Bigger in the sum of \$500.00 during the continuance of this mortgage

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Benjamin Ellis does hereby covenant and agree ^{that} at the delivery hereof he 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 and that he will warrant and defend the title to the same against all persons lawfully claiming or to claim the same

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars according to the terms of one certain coupon note to his interest notes this day executed and delivered by the said Benjamin Ellis to the said party of the second part his payable in five years from date, interest to maturity evidenced by coupon on interest noted interest after maturity at ten per cent per annum.

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 Benjamin Ellis heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Benjamin Ellis (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 29 day of May, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came Benjamin Ellis who represents himself to be un-married 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 Sept - 6 - 1893Recorded May - 29 - A. D. 1891, at 3 o'clock P. M.

James Brooks Notary Public
James Brooks Register of Deeds