

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 29<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one between Nancy B. Bailey and H. Y. Bailey her husband 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 parties of the first part in consideration of the sum of six hundred (\$600<sup>00</sup>) 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: lots numbered four (4) and nine (9) in Block No Eight (8) Read Addition to the City of Lawrence being the Homestead of said first parties Said first parties reserve the privilege of paying said indebtedness into two years on any interest payment thereafter on giving said second party thirty days notice in writing of such intention. The said first party agree to keep the buildings on said premises insured in such sum as second party may require and assign said insurance to the second party with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nancy B. Bailey and H. Y. Bailey do hereby covenant and agree, at the delivery hereof they are the lawful owners 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 ( \$600 ) six hundred Dollars according to the terms of one certain Coupon Note this day executed and delivered by the said Nancy B. Bailey + H. C. Bailey to the said party of the second part: Payable in five years from date with annual interest as evidenced by five coupons attached to said note

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 Nancy B. Bailey 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

Nancy B. Bailey (SEAL)  
H. Y. Bailey (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 30 day of May, A. D. 1891, before me L. D. Steele, a Notary Public in and for said County and State, came Nancy B. Bailey and H. Y. Bailey 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 June 18 1894 L. D. Steele Notary Public  
Recorded June 2 A. D. 1891, at 11 o'clock A M.

James Brooks Register of Deeds

The following is indorsed on Original Instrument  
The notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.  
As Witness my hand, this 24 day of October A. D. 1892  
William C. Bigger

Recorded March 30 1897

J. Reed Brooks

