

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 24<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and ninety one between Josephine Crew and James S. Crew husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and George B. Wilder of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighteen hundred 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: Begin at a point forty (40) feet South of the North line of Adams Street on the West line of Kentucky Street in the City of Lawrence; thence South two hundred and ten (210) feet along said West line of Kentucky Street; thence West one hundred and twenty five (125) feet; thence North two hundred and ten (210) feet; thence East one hundred and twenty five (125) feet to beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Except a mortgage for \$2000 on this and other property to the Kansas National Bldg and Loan Assn

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen hundred dollars three years after date with interest payable annually at eight percent per annum according to the terms of one certain promissory note and three interest on this day executed and delivered by the said James S. Crew 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 Josephine Crew 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

Josephine Crew (SEAL.)  
James S. Crew (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 24<sup>th</sup> day of June, A. D. 1891, before me Geo. A. Banks, a Notary Public in and for said County and State, came Josephine Crew and James S. Crew husband and wife to me personally known to be the same persons 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 Dec - 12 - 1892Geo. A. Banks

Notary Public.

Recorded June - 24 - A. D. 1891, at 2<sup>20</sup> o'clock P M.

James Brooks  
 Register of Deeds

The following is understood in consideration of full payment of the within mortgage I hereby release the same this 30 day of Oct. 1893.

George B. Wilder  
 Recorded Oct 30. 1893 at 1 o'clock P.M. James Brooks Register of Deeds  
 Wm. Carman Esq.