

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of July in the year of our Lord one thousand eight hundred and ninety one between David H. Robinson and Etie P. Robinson, his wife, of Lawrence in the County of Douglas and State of Kansas of the first part, and Sam D. Hamilton of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of twenty five 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: lots nos. fifty four and fifty six on Ohio street in the City of Lawrence in said county and state

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 the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances will warrant and defend the same against the lawful claim of all persons

This grant is intended as a Mortgage to secure the payment of the sum of twenty five hundred dollars and the interest thereon according to the terms of a certain note dated May 1<sup>st</sup> 1891 this day executed and delivered by the said David H. Robinson to the said party of the second part: The said note will be due three years from date, with interest payable semiannually on the first day May and November

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 David H. Robinson and his wife Etie P. Robinson, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

David H. Robinson (SEAL.)Etie P. Robinson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7<sup>th</sup> day of July, A. D. 1891, before me W. C. Spangler, a Notary Public in and for said County and State, came David H. Robinson and Etie P. Robinson, his 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 Aug 15<sup>th</sup> 1891 W. C. Spangler Notary Public.Recorded July 7 A. D. 1891, at 10<sup>15</sup> o'clock A. M.

James Brooks  
Register of Deeds

(For Release See Book 41, Page 599)