

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and ninety one between J. J. H. Figgins and Georgian Figgins his wife sole heirs of Betty Figgins deceased of Lawrence in the County of Douglas and State of Kansas of the first part, and A. N. Fuller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifty DOLLARS, to \_\_\_\_\_ 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 \_\_\_\_\_ 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 one (131) Indiana Street Lawrence

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, <sup>that</sup> 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 Fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said J. J. H. and Georgian Figgins to the said party of the second part: payable one year from date at the Lawrence National Bank of Lawrence Kansas with interest at the rate of Eight 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 \_\_\_\_\_ executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part \_\_\_\_\_ 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 J. J. H. Figgins his 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

Alfred Whitman

J. J. H. Figgins (SEAL.)  
Georgian Figgins (SEAL.)  
\_\_\_\_\_ (SEAL.)  
\_\_\_\_\_ (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 10 day of July, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came J. J. H. Figgins and Georgian Figgins his wife sole heirs of Betty Figgins deceased 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 January 17 1895 Alfred Whitman Notary Public.

Recorded July 10 A. D. 1891, at 10 o'clock A. M.

James Brooks Register of Deeds

*The following is recorded on the original instrument  
 The notes herein described having been paid in full this mortgage  
 is hereby released, and the lien hereby created discharged  
 As witness my hand, this 9 day of August A. D. 1891  
 A. N. Fuller*

*Recorded August 9th 1891  
 James Brooks  
 Register of Deeds*