

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Second day of July in the year of our Lord one thousand eight hundred and ninety one between Mary Nolan and W. C. Nolan her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and John Donnelly of Kansas City Missouri of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve hundred and twenty nine 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: The South half of Lot No. Thirty four (34) on Massachusetts Street in the City of Lawrence in said County and State according to the plat of said City

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

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred and twenty nine according to the terms of one certain promissory note this day executed and delivered by the said Mary Nolan and Wm C. Nolan to the said party of the second part: due and payable on or before one year after date with interest from date until paid at Eight percent 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, appraisalment 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 Mary Nolan her 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

Mary Nolan (SEAL.)
William C. Nolan (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 22nd day of July, A. D. 1891, before me Joseph E. Riggs a Notary Public in and for said County and State, came Mary Nolan and Wm C. Nolan her husband 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 March 6th 1892 Joseph E. Riggs Notary Public.

Recorded July 24 A. D. 1891, at 8 o'clock A. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
\$1242.40 September 11, 1891. Received of Mary Nolan the within named mortgage
the sum of Twelve hundred and forty two and 40/100 Dollars in full satisfaction of the within mortgage
John Donnelly
Recorded September 17th 1891
James Brooks
Register of Deeds