

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and ninety one between David J. Harris and Annie Harris his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. A. De Maranville of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred & 00/100 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 her 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 Numbered Twenty three (23) and Twenty four (24) in Block Number One (1) of Haskell Place in the City of 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, at the delivery hereof, that 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 Eight Hundred & 00/100 Dollars according to the terms of two certain promissory notes this day executed and delivered by the said David J. and Annie Harris to the said party of the second part: payable \$300 in two (2) years from date and \$500 in three (3) years from date at the Lawrence Nat. Bank of Lawrence with interest at the rate of seven per cent per annum payable semi-annually 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 her 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 her 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 J. Harris 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

D. J. Harris (SEAL.)
Annie Harris (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 1st day of July, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came David J. Harris and Annie Harris 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 July 17 1895 Alfred Whitman Notary Public.
 Recorded July 24 A. D. 1891, at 1⁵ o'clock A. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
 In consideration of full payment of the within mortgage
 I hereby release the same this 19th day of January 1892
 Witness B. J. Whitman
 Recorded January 19th 1892
 James Brooks
 Register of Deeds

