

JOURNAL CO., LAWRENCE, KAN.

Received of M. M. Marriott the within named mortgage for the sum of One thousand and no Dollars, in full satisfaction of the within mortgage of Mass. Suffolk ss. City of Boston Dec. 2nd 1896. Personally appeared before me Frank H. Blaney, Common Pleas of the above instrument to be his free act & deed. D. H. Blaney, Justice of the Peace, Recorder Dec. 9, 1896. By Fred Brooks, Deputy Register of Deeds.

This Indenture, Made this sixth day of August in the year of our Lord one thousand eight hundred and Ninety one between Mrs. M. M. Marriott (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank H. Blaney of Boston Massachusetts of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Lot No Seven (7) in Block No Twenty three (23) in the 1st Addition to the City of Lawrence, according to the plat of said addition on file in the office of the Register of Deeds of said County

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree, at the delivery hereof, she is the lawful owner 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 One thousand dollars according to the terms of one certain promissory note coupons this day executed and delivered by the said M. M. Marriott to the said party of the second part: due and payable five years after date, with interest payable semi annually at seven 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 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 M. M. Marriott her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

M. M. Marriott (SEAL.)
 (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 6th day of August, A. D. 1891, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Mrs. M. M. Marriott (widow)

to me personally known to be the same person 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 6 1892 Joseph E. Riggs Notary Public.
 Recorded Aug 6 A. D. 1891, at 4⁵⁵ o'clock P. M.

James Brooks Register of Deeds