

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety one between Orlando G. Woodard and Josephine M. Woodard his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Carrie Marks of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of four 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 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: lots numbered six (6), seven (7) and south twenty five (25) of lot five (5) all in Block Thirteen (13) Babcocke enlarged addition to 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 Orlando G. Woodard do hereby covenant and agree, at the delivery hereof he 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 four hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Orlando G. Woodard to the said party of the second part: payable two years from date at the National Bank of Lawrence Kansas with interest at the rate of eight percent 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 Orlando G. Woodard 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

Orlando G. Woodard (SEAL.)  
Josephine M. Woodard (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 7 day of August, A. D. 1891, before me W. S. March, a Notary Public in and for said County and State, came Orlando G. Woodard and Josephine M. Woodard 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 27 1893 W. S. March Notary Public.  
 Recorded Aug 7 A. D. 1891, at 10 o'clock A - M.

James Brooks  
 Register of Deeds

The following is indorsed on the original instrument  
 \$450.00 Lawrence Ks. October 1<sup>st</sup> 1893. Received of O. J. Woodard the  
 within named Mortgage - the sum of four hundred and fifty five and 13/100 dollars  
 in full satisfaction of the within mortgage  
 Carrie Marks by Alex Marks  
 agent for the purpose of collection  
 Recorded October 6 1893  
 W. S. March  
 Notary Public

(For release see Book 47-249)