

JOURNAL 26, LAWRENCE, KAN.

This Indenture, Made this Twenty Eighth day of August in the year of our Lord one thousand eight hundred and ninety one between Lillie Huffman, Mattie Huffman and Ann Huffman all single persons of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. B. Putney of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand and Eight 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: Lot No. One hundred and sixteen (116) on Vermont 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 state 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 and Eight hundred according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: being for the sum of One hundred and Eighty dollars each and due and payable in two, three, four, five, six, seven, eight, nine and ten years after date and all bearing interest at seven percent per annum, payable annually, and to draw interest at ten percent after maturity, 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 parties of the first part their 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

Lillie Huffman (SEAL.)
Mattie Huffman (SEAL.)
Ann Huffman (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this third day of September, A. D. 1891, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Mrs. Lillie Huffman, Miss Mattie Huffman and Miss Ann Huffman 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 6 1892Recorded Sept 3 A. D. 1891, at 3 o'clock P M.

Notary Public.

James Brooks
 Register of Deeds

The following was endorsed on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 13th day of September 1891

Mrs L. B. Putney

Recorded August 13, 1898
 C. G. Sarman
 Register of Deeds

By H. C. Fisher & Co.

