

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of September in the year of our Lord one thousand eight hundred and ninety one between Mrs Elizabeth A. Simmons and N. Simmons her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Josephine Parsons of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 Sixty Three (63) Ohio Street in the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elizabeth A. Simmons do sell 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 Four hundred and fifty dollars according to the terms of a certain Promissory note this day executed and delivered by the said Elizabeth A. Simmons and N. Simmons to the said party of the second part:

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 Elizabeth A. Simmons and 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

Geo A. BanksElizabeth A. Simmons (SEAL.)N. Simmons (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 9th day of September, A. D. 1891, before me Geo A. Banks, a Notary Public in and for said County and State, came Elizabeth A. Simmons and N. Simmons her husband and 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 Dec - 12 - 1892 Geo A. Banks Notary Public.

Recorded Sept - 9 - A. D. 1891, at 11¹⁵ o'clock A - M.

James Brooks Register of Deeds

February 14th 1893.

Received of Elizabeth A. Simmons and N. Simmons the within named mortgage the sum of Four hundred and fifty Dollars, in full satisfaction of the within mortgage.

Recorded Feb. 18, 1893 at 10⁰⁰ o'clock AM. James Brooks Register of Deeds
H. C. Carman Deputy

The following is indexed on original instrument
\$1150.00