

JOURNAL 25, LAWRENCE, KAN.

This Indenture, Made this 16 day of September in the year of our Lord one thousand eight hundred and ninety one between William J. Gould and Nannie Gould his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary K. Lacey of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 twenty six (26) on New York Street in the City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William J. Gould and Nannie Gould 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 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 Seven Hundred Dollars (\$700) according to the terms of One certain Note this day executed and delivered by the said William J. Gould and Nannie Gould to the said party of the second part: five years after date with interest at the rate of seven per cent per annum annually paid \$700 being a part of the purchase money of said above conveyed premises said first party agree to keep said property in good repair 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, appraisement 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 William J. Gould his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seals the day and year first above written.

Signed and delivered in presence of

Wm J. Gould (SEAL.)
Nannie Gould (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16 day of September, A. D. 1891, before me L. S. Steele, a Notary Public in and for said County and State, came Wm J. Gould and Nannie Gould 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 June 18 1894 L. S. Steele Notary Public.
Recorded Sept 17 A. D. 1891, at 8 o'clock A M.

James Brooks Register of Deeds

The following is endorsed on Original Instrument.
The Notes here inclosed having been paid in full, this Mortgage is hereby released and the lien thereby created discharged.

Mary K. Lacey

Recorded October 8th 1891

By James Brooks Deputy Register of Deeds