

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fifteenth day of September in the year of our Lord one thousand eight hundred and ninety between Mrs Rhoda M. Libbey of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Emily A. Cameron of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of seventy seven DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 number five (5) in block number eight (8) in the streets Addition to the City of Lawrence according to the survey plat and map of said Addition in the office of Register of Deeds, of the County aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Rhoda M. Libbey doth hereby covenant and agree, ^{that} at the delivery hereof she is the lawful owner 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 seventy seven dollars or interest at seven per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Rhoda M. Libbey to the said party of the second part: and payable two years after date, with the interest payable 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 party of the first part 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

Mrs Rhoda M. Libbey (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15th day of September, A. D. 1890, before me Charles Chadwick, a Notary Public in and for said County and State, came Mrs Rhoda M. Libbey 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 Sept - 6 - 1891 Chas Chadwick Notary Public.
Recorded Sept - 17 - A. D. 1891, at 10 o'clock - M. Douglas County at Lawrence, Kas.

James Brooks Register of Deeds

*The following is inserted on the original instrument
in consideration of full payment of the within mortgage
I hereby release the same this 27 day of Dec 1891 -
Mrs Emily A. Cameron*

Witness Rose L. Cameron

Recorded January 17th 1893

James Brooks

