

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 30th day of September in the year of our Lord one thousand eight hundred and Ninety one between Simpson Hollister and Mary Hollister his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William H. Armstrong of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 his 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 twenty seven (127) and South forty (40) feet of Lot One hundred and twenty five (125) situated by street in 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 Simpson Hollister and Mary Hollister do hereby covenant and agree ^{that} 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 Two Thousand Dollars according to the terms of two certain Notes this day executed and delivered by the said Simpson Hollister and Mary Hollister to the said party of the second part his \$400 payable February 28, 1892, and \$1600 October 1, 1893 with interest according to said Note 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 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 Simpson Hollister and Mary Hollister 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

Simpson Hollister (SEAL.)
Mary Hollister (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30 day of September, A. D. 1891, before me L. D. Steele, a Notary Public in and for said County and State, came Simpson Hollister and Mary Hollister 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. D. Steele Notary Public
Recorded Sept 30 A. D. 1891, at 11 o'clock A-M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
\$2000 rec. March 22nd 1895, Received of Mary Hollister the within named mortgage for the sum of Two Thousand Dollars in full satisfaction of the within mortgage.
William H. Armstrong

Recorded March 22nd 1895
James Brooks
Register of Deeds