

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Ninth day of September in the year of our Lord one thousand eight hundred and ninety one between Silburn Drake and Amy Drake his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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: Begin at South West Cor. of North East Quarter (1/4) of Addition Six (6) in that part of the City of Lawrence known as North Lawrence thence North two hundred and thirty four (234) feet East One hundred and thirty five (135) feet South two hundred and thirty four (234) feet West One hundred and thirty five (135) feet to beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Silburn Drake and Amy Drake 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 Three hundred and fifty Dollars according to the terms of One certain Mortgage Coupons this day executed and delivered by the said Silburn Drake and Amy Drake 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, appraisal 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 Silburn Drake his heirs and assigns.

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

Signed and delivered in presence of

John M. NewlinSilburn Drake

(SEAL.)

Amy Drake

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 29 day of Sept, A. D. 1891, before me John M. Newlin N. P., a Notary Public in and for said County and State, came Silburn Drake and Amy Drake 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 April 28 1895John M. Newlin N. P.

Notary Public.

Recorded Sept 30 A. D. 1891, at 11 o'clock A. M.James Brooks

Register of Deeds