

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of December in the year of our Lord one thousand eight hundred and Ninety One between Henry Gillum and Mary Gillum his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and L. U. Todd of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred 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 number one hundred and sixty six in addition number two (2) Perry Street in that part of the City of Lawrence known as North 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 parties of the first part hereby covenant and agree that the delivery hereof they are the lawful owners 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 Two Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable ten years after date to order of party of second part at the Merchants Natl Bank Lawrence, Kas with in 12 mos payable semi 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 Parties of the first part 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

Henry Gillum (SEAL.)
Mary Gillum (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7th day of December, A. D. 1891, before me Hugh Blair a Notary Public in and for said County and State, came Henry Gillum and Mary Gillum 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 28th Decr 1893 Hugh Blair Notary Public.
Recorded Dec 10 A. D. 1891, at 10¹⁵ o'clock A-M.

James Brooks Register of Deeds

The following is indexed on the original instrument
\$200.00 7th Dec. 1891.
Received of Henry Gillum the within named Mortgagee the sum of Two Hundred Dollars in full satisfaction of the within Mortgage.
L. U. Todd.
Recorded Feb. 10th 1892.

