

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this eight day of January in the year of our Lord one thousand eight hundred and ninety two between Mary E. Faxon and James D. Faxon husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. M. Manley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighteen 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 five on Vermont Street in the City of Lawrence (Grantor herein agree to maintain insurance on buildings on said lot payable to said mortgagee as his interest may appear)

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 do hereby covenant and agree, <sup>that</sup> at 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 Eighteen hundred dollars according to the terms of three certain promissory notes this day executed and delivered by the said Mary E. and James D. Faxon to the said party of the second part: 1st note \$600 due Jan 31/94. 2nd note \$600 due Jan 31/95. 3rd note \$600 due Jan 31/96 all drawing interest at 7 per cent per annum 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, appraisal 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 Mary E. Faxon her heirs and assigns.

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

Signed and delivered in presence of

Mary E. Faxon (SEAL.)  
James D. Faxon (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 20th day of January, A. D. 1892, before me Geo A Banks, a Notary Public in and for said County and State, came Mary E. Faxon and James D. Faxon husband and wife to me personally known to be the same person<sup>22</sup> 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 Dec 12th 1892 Geo A Banks Notary Public.  
Recorded January 27 A. D. 1892, at 3:30 o'clock P M.

James Brooks Register of Deeds

The following is endorsed on the original instrument.  
Received of Mary E. Faxon & husband the within Kansas Mortgage the sum of Six Hundred Dollars in full Satisfaction  
Recorded Aug 30<sup>th</sup> 1906, of the within Mortgage  
A W. Condit  
Register of Deeds