

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of April in the year of our Lord one thousand eight hundred and ninety two between Adelaide Burr and F. P. Burr, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs George E. Libbey, of Brooklyn, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Lot No Two Hundred and Nineteen (219) and Locust Street in Subdivision of both Half of Block No Two is in that part of the City of Lawrence formerly known as North Lawrence. First parties agree to maintain \$250 insurance upon the dwelling now erected on said lot, during the continuance of this loan for benefit of second part, her heirs and assigns.

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, 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Fifty Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in one year from date with interest from date until paid at the rate of six percent per annum.

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 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

Adelaide Burr
F. P. Burr

(SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of April, A. D. 1892, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Adelaide Burr and F. P. Burr her husband

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 March 2 1896 Joseph E. Riggs Notary Public.
Recorded May 6 A. D. 1892, at 4 o'clock M.

James Brooks
Register of Deeds

The following was endorsed on the original instrument
The note herein recited having been paid in full the mortgage is hereby released, and the lien thereby created discharged, as witness my hand this 30th day of June A.D. 1898

Olin Bell

Assigned see Book 33, Page 280

Received June 30th 1898
J. P. Sherman Register of Deeds

