

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety two between Robert L. Steen and Elizabeth D. Steen his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Della E. Hurd of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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 Thirty Eight (238) and Two hundred and Forty (240) Louisiana Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Robert L. Steen and Elizabeth D. Steen 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 Four 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 in three years with interest according to six per cent

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 Robert L. Steen and Elizabeth D. Steen 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

R. L. Steen (SEAL.)  
Elizabeth D. Steen (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

Be it Remembered, That on this 6 day of May, A. D. 1892, before me L. I. Steele, a Notary Public in and for said County and State, came Robert L. Steen and Elizabeth D. Steen 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 15 1894 L. I. Steele Notary Public.

Recorded May 7 A. D. 1892, at 2<sup>30</sup> o'clock P. M.

James Brooks  
 Register of Deeds

The following is endorsed on original instrument:  
 Received of R. M. Millican the within named mortgage the sum of  
 Four hundred Dollars in full satisfaction of the within mortgage  
 witness R. M. Millican  
 Recorded June 3, 1893 at 11<sup>15</sup> o'clock P.M. James Brooks Register of Deeds  
McCormick