

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of May in the year of our Lord one thousand eight hundred and ninety two between Mary E. Carruth and James H. Carruth of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker 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 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 Two hundred and sixteen 216 1/2 1st Street 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 Mary E. Carruth and James H. Carruth 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 To be incurred in favor of Mortgage in sum of Four hundred Dollars

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 Note & Six Int Coupons this day executed and delivered by the said Mary E. Carruth and James H. Carruth to the said party of the second part his heirs or assigns

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 Mary E. Carruth her 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. NewlinMary E. Carruth

(SEAL.)

James H. Carruth

(SEAL.)

(SEAL.)

(SEAL.)

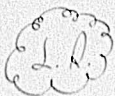
STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of May, A. D. 1892, before me John M. Newlin, a Notary Public in and for said County and State, came Mary E. Carruth and James H. Carruth 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 25 1895John M. Newlin

Notary Public.

Recorded May 11 A. D. 1892, at 4 o'clock P-M.

James B. Ross
Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien hereby created, discharged.
As witness my hand, this 11 day of May A.D. 1895
E. J. Parker
attest
R. M. Mason
Recorded May 11th 1895
James B. Ross
Register of Deeds