

and then duly acknowledged the execution of the same as the act and deed of said Company.

In Testimony Whereof I have hereunto set my hand and affixed my official seal, on the day and year last above written.

E. H. 3

Winfield Freeman

Commission expires Jan 3, 1892.

Notary Public

Recorded Oct 14, 1891 at 4³⁰ o'clock P.M.

James Brooks
Register of Deeds.

This Indenture, Made this ninth day of October in the year of our lord one thousand eight hundred and ninety one, between Robert Morgan and Mary E. Morgan his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Maggie Price of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred (\$300) 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 number One hundred and seventy seven (177) New York Street in the City of Lawrence Kansas according to the Plat of said City with 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 that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and inalienable estate of inheritance therein free and clear of all incumbrances. And that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of (\$300) Three hundred Dollars due and payable in three years from date thereof, with interest thereon at ten per cent per annum according to the terms of one certain promissory note this day executed and delivered by said Robert Morgan & Mary E. Morgan to the said party of the second part, and this conveyance shall be void if such payment be made as in said note and in this instrument is specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the building erected and to be

The following is endorsed on original instrument:
Lawrence Kansas Aug 19, 92
The note secured by the within Mortgage having been paid in full, the Register of Deeds is authorized to release the same of record.

Maggie Price
by J. N. Van Hoesen her Atty in fact

Recorded Aug 19, 1892 at 3³⁰ o'clock P.M. James Brooks Register of Deeds
J. N. Van Hoesen