

JOURNAL CO., LAWRENCE, KAN.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Elizabeth C. Walton

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. The State of California, County of Los Angeles, S.S. Elizabeth C. Walton, known to me to be the same person herein described, and whose name is subscribed to the within instrument, and who acknowledged to me that she executed the same for the purposes and consideration therein expressed, appeared before me, Th. J. Sweeney, a Notary Public in and for the said County of Los Angeles, State of California, on the 19th day of October, 1895, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Th. J. Sweeney, Notary Public, State of California, my commission expires April 21, 1895.

This Indenture, Made this 19th day of October in the year of our Lord one thousand eight hundred and ninety two between Mrs Caddie Whitman of Lawrence in the County of Douglas and State of Kansas and Elizabeth C. Walton, of Los Angeles County, California of the first part, and of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do hereby 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: Lots Nos thirty one (31), thirty two (32), thirty three (33) and thirty four (34), all in Addition No. ten (10) in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner - of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that she 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 Five Hundred Dollars, being part purchase money of above described premises according to the terms of two certain mortgage notes this day executed and delivered by the said Caddie Whitman to the said party of the second part: one of \$200, due March 1, 1894, and one of \$300, due March 1, 1895, with interest from date to maturity, at the rate of 8% per annum, payable annually, and interest after maturity at the rate of 10% per annum, until fully paid 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 the 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 party of the first part her heirs and assigns.

In Witness Whereof, The said party of the first part, hereunto set her hand and seal the day and year first above written. Caddie Whitman (SEAL)

Signed and delivered in presence of (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, } ss. County of Douglas

Be it Remembered, That on this 19th day of November, A. D. 1895, before me J. R. Night, a Notary Public in and for said County and State, came Mrs Caddie Whitman to me personally known to be the same person - 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 21, 1895. J. R. Night Notary Public. Recorded Jan 31, A. D. 1895, at 2 o'clock P. M. James Brooke Register of Deeds.

The following is endorsed on the original instrument: \$200. August 18 - 1895. J. R. Night. Margaret Popper the within named