

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of May in the year of our Lord one thousand eight hundred and ninety three between Hannibal Irwin an unmarried man of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary W. Dotan of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: The West half (1/2) of Lot number Seventeen (17) in Addition number Eight (8) in that part of the City of Lawrence known as North Lawrence, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Hannibal Irwin doth hereby covenant and agree that at the delivery hereof he 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Hannibal Irwin to the said party of the second part: Payable two years after date to order of party of second part at the Merchants National Bank with interest thereon according to the terms of said note and coupons thereon attached

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 his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Jennie Watt
Having first been explained to the said Hannibal Irwin who said he understood the same, and made his mark here to in my presence

Hannibal Irwin (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16th day of May, A. D. 1893, before me Hugh Blair, a Notary Public in and for said County and State, came Hannibal Irwin an unmarried man 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 25th Decr 1893

Recorded May 19 A. D. 1893, at 10⁴⁰ o'clock A.M.

Notary Public.

Register of Deeds.

The following is indorsed on the original instrument: The said Irwin having been paid in full this mortgage is hereby released and the same hereby credited and discharged. As witness my hand this 18th day of May, A. D. 1893. Hugh Blair Notary Public.

Recorded March 25th 1893. Jennie Watt Register of Deeds.