

JOURNAL CO. PUBLISHED BY

This Indenture, Made this 1st day of June in the year of our Lord one thousand eight hundred and ninety three between

of Tonganoxie in the County of Leavenworth and State of Kansas
of the first part, and Smith Williamson, of New York City.
of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred DOLLARS, to her 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: Lots Nos Seventy three (73) and Seventy seven (77), both on Massachusetts Street, in Block No One (1) in that part of the City of Lawrence, formerly known as North Lawrence; has a strip 12 1/2 feet wide off the South side of said Lot No 73

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Rebecca Hill doth hereby covenant and agree that at the delivery hereof she 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 2d party, his 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 Six Hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said Rebecca Hill to the said party of the second part: due in three years from July 1, 1893, with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity or default at 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 the 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 Rebecca Hill, her heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 19th day of June, A. D. 1893, before me J. A. Night, a Notary Public in and for said County and State, came Rebecca Hill, an unmarried woman. 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. A. Night Notary Public
Recorded June 19, A. D. 1893, at 3²⁰ o'clock P. M.

James Brooke Register of Deeds

The following is indexed as the original instrument
New York City N.Y. July 11th 1899.
Received of Miss Rebecca Hill the sum of Six Hundred Dollars in full
Satisfaction of the above mortgage
Smith Williamson

Recorded January 17th 1899.

