

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

of Maggie Price in the County of Cook and State of Ill. of the first part, and R. N. Cunningham trustee of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of (\$300) Three hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: Lots number four (4) and nine (9) in block number Eight (8) Oread Addition to the City of 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 Maggie Price do sell 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 except a prior mortgage of \$600.00 and certain taxes.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred (\$300) dollars according to the terms of one certain note this day executed and delivered by the said Maggie Price to the said party of the second part: for \$300 due on or before six months from date with interest at 7%

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 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 Maggie Price heirs and assigns.

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

Signed and delivered in presence of

Maggie Price (SEAL.)
by J. N. Van Nosen (SEAL.)
her attorney in fact (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 9th day of August, A. D. 1893, before me Alfred Whitman, a Notary Public in and for said County and State, came Maggie Price by J. N. Van Nosen her attorney in fact 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 Jan'y 17 1895 Alfred Whitman Notary Public.
Recorded Aug 9 A. D. 1893, at 5 o'clock P M.

James Brooks Register of Deeds.

The following is indorsed on the original instrument
\$300.00 April 6th 1894 Received of Maggie Price the within named mortgage of the sum of three hundred dollars in full satisfaction of the within mortgage
R. N. Cunningham
Trustee

Recorded April 9th 1894
James Brooks
Register of Deeds