

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 14<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety three between N. H. Howard unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and Josephine Gaddie 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, has sold and by these presents do he 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 nine (9) in addition number one (1) in that part of the City of Lawrence known as North Lawrence in Douglas County, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said N. H. Howard do 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 except a mortgage of One Hundred Dollars held by Mrs Alexander Low

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty according to the terms of a certain certain note this day executed and delivered by the said N. H. Howard to the said party of the second part: to draw ten per cent interest from date till 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 part 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 N. H. Howard his heirs and assigns.

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

Signed and delivered in presence of

N. H. Howard

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 5 day of October, A. D. 1893, before me Register of Deeds, a Notary Public in and for said County and State, came N. H. Howard

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 189Recorded Oct 5 A. D. 1893, at 10<sup>00</sup> o'clock A. M.James BrooksRegister of DeedsJames Brooks

Register of Deeds.

The following is indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
As witness my hand, this 20<sup>th</sup> day of September 1897  
Josephine Gaddie

Recorded September 20<sup>th</sup> 1897  
James Brooks  
Register of Deeds

