

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Sixth day of October in the year of our Lord one thousand eight hundred and ninety three between E. L. House and Florence I. House his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Carrie Marks of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do 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 South Twenty Five (25) feet of Lot Five (5) and all of Lots (6) and Seven (7) all in Block Thirteen (13) of Babcocks Enlarged Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said E. L. House and Florence I. House his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Four Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said E. L. House and Florence I. House to the said party of the second part: Said note being drawn for \$400.00 with interest at the rate of eight per cent per annum and payable to the order of Carrie Marks. Interest payable semi-annually.

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 E. L. House heirs and assigns.

In Witness Whereof, The said part us of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

E. L. House (SEAL)Florence I. House (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 6<sup>th</sup> day of October, A. D. 1893, before me Joseph E. Riggs, a Notary Public in and for said County and State, came E. L. House & Florence House his wife

to me personally known to be the same persons 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 Nov 2 1896.Recorded Oct 6 A. D. 1893, at 4<sup>25</sup> o'clock P. M.

Notary Public.

Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien therein described discharged  
At witness my hand this 8th day of January A. D. 1894  
J. E. Marks  
ag't for Carrie Marks

Recorded in Registry 29th 1894  
James Brooks  
Register of Deeds

For Release see Book 47-249