

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 3^d day of October in the year of our Lord one thousand eight hundred and ninety three between Samuel Williams of Lawrence in the County of Douglas and State of Kansas of the first part, and Y. N. E. Griffith of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight Hundred Forty Six DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do 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: Lot Number Four (4) Five (5) Sixteen (16) and Seventeen (17) in Block One Hundred and Seventy Nine (179) in the town of Eudora, subject to any Railroad right of way.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Samuel Williams 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

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Forty Six (\$46) dollars according to the terms of one certain promissory note this day executed and delivered by the said Samuel Williams to the said party of the second part: payable one year after date with interest at eight per cent per annum given as part of the purchase price for said lots

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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Samuel Williams 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.

Samuel Williams (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 3^d day of October, A. D. 1893, before me Geo. H. Banks, a Notary Public in and for said County and State, came Samuel Williams

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 Dec 1 1896 Geo. H. Banks Notary Public.
Recorded Oct 16 A. D. 1893, at 5³⁰ o'clock P M.

James Brooks Register of Deeds

The foregoing is entered on original instrument
Received of Samuel Williams the within named mortgage the sum of Eight hundred forty six Dollars, in full satisfaction of the within mortgage.
Recorded Feb 16. 1894 at 9³⁰ o'clock AM. James Brooks Register of Deeds

