

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety three between John N. Roberts and Emily J. Roberts his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Houston Nesbitt of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of three hundred and fifty 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 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 Eighty nine (89) on Connecticut Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John N. Roberts and wife do hereby covenant and agree that at the delivery hereof they the lawful owners 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 three hundred and fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said John N. Roberts to the said party of the second part:

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 the 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 John N. Roberts and wife their heirs and assigns.

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

Signed and delivered in presence of

John N. Roberts (SEAL.)  
Emily J. Roberts (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 17<sup>th</sup> day of October, A. D. 1893, before me N. T. March, a Notary Public in and for said County and State, came John N. Roberts and Emily J. Roberts 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 July - 22 - 1897.  
Recorded Oct 19 A. D. 1893, at 9 o'clock M.

N. T. March Notary Public.  
James Brooks Register of Deeds.

*The following is indorsed on original instrument*  
*In consideration of full payment of the within mortgage hereby*  
*release the same this 30<sup>th</sup> day of January, 1896*  
*Recorded January 29, 1896.*  
*Houston Nesbitt*  
*James Brooks*  
*Register of Deeds*  
*by Fred Brooks Deputy*