

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 30th day of October in the year of our Lord one thousand eight hundred and Ninety three between George T. Maberly of Lawrence in the County of Douglas and State of Kansas of the first part, and Elijah Brittan of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifty 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 No Seventeen (17) Garfield Street Doan's Sub Division of Block No Seven Early Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George T. Maberly 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 Fifty Dollars according to the terms of One certain Promissory note this day executed and delivered by the said George T. Maberly to the said party of the second part: One note Payable any time within two years at six per cent Interest

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 George T. Maberly or 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

George T. Maberly (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30th day of October, A. D. 1893, before me John M. Spencer, a Notary Public in and for said County and State, came George T. Maberly of Lawrence Kansas 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 Sept 15th 1893 John M. Spencer Notary Public.
Recorded Oct 30 A. D. 1893, at 6 o'clock P. M.

James Brooke
Register of Deeds.

The following is indorsed on the original instrument
On consideration of full payment of the within mortgage
I hereby release the same this 18th day of June 1893
Elijah Brittan
Witness to mortgage
J. M. Spencer
James Brooke

Recorded June 18th 1893
James Brooke
Register of Deeds

(L.I.)