

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 9th day of November in the year of our Lord one thousand eight hundred and ninety three between Nerry Jennings (unmarried) Mary Stephens and Mr Stephens of Lawrence in the County of Douglas and State of Kansas of the first part, and Sophia Annie and Rose Martin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred (\$300) 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 parties of the second part their 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: Lots Nos 21, 23 Delaware Street, and beginning 117 feet East of the N. W. corner of Lot No. 21 Delaware Street Thence South 100 feet; West 76 feet; North 100 feet; East 76 feet to beginning. Also begin 117 feet East of the S. W. corner of Lot No. 23 Delaware Street, Thence South 128 feet; East 30 feet; North 118 feet; West 30 feet; South 100 feet to beginning all 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 Nerry Jennings (unmarried) Mary Stephens & Stephens hus. do hereby covenant and agree that at the delivery hereof they are 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 (\$300) Dollars according to the terms of two certain Notes this day executed and delivered by the said Nerry Jennings (unmarried) Mary Stephens & husb. to the said parties of the second part: One to Sophia Annie for One Hundred and one to Rose Martin for Two Hundred Dollars. Being balance of purchase money for said premises

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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said Nerry Jennings (unmarried) Mary Stephens and husband heirs and assigns.

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

Signed and delivered in presence of

Nerry Jennings (SEAL.)Mrs Mary Stephens (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of November, A. D. 1893, before me, a Notary Public in and for said County and State, came Nerry Jennings (unmarried) Mary Stephens & Stephens husband 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 June 18 1894Recorded Nov 10 A. D. 1893, at 2 o'clock P. M.

Notary Public.

Register of Deeds

For release see book 33 page 500