

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 21st day of October in the year of our Lord one thousand eight hundred and ninety three between James F. Williams and Olive Williams his wife of Sunbury in the County of Delaware and State of Ohio of the first part, and Nelly C. Griffith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred & 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 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 half (1/2) of Lot Number Eleven (11) on Pinekey 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 parties of the first part 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 Eight Hundred and fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said James F. and Olive Williams to the said party of the second part: payable Three (3) years from date at the Wyandotte Nat Bank at Kansas City, Kansas with interest at the rate of nine (9) per cent per annum payable 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 James F. Williams his 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

Y. M. Jackson James F. Williams (SEAL.)
N. H. Ports Olive Williams (SEAL.)
(SEAL.) (SEAL.)

STATE OF Ohio KANSAS, } ss.
Delaware County

Be it Remembered, That on this 21st day of October, A. D. 1893, before me N. H. Ports, a Notary Public in and for said County and State, came James F. Williams and Olive Williams 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 April 14th 1894 N. H. Ports Notary Public.
Recorded Nov 25 A. D. 1893, at 10³⁴ o'clock A. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 13th day November 1896
Nelly C. Griffith

Recorded November 13th 1896
James Brooks
Register of Deeds