

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 5th day of February in the year of our Lord one thousand eight hundred and simety four between Melvinia Fisher a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles H. Tucker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of sixty eight and 50/100 DOLLARS, to her 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 77 New Jersey Street in 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 Melvinia Fisher do covenant and agree that at the delivery hereof she 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 except the taxes of the year 1892

This grant is intended as a Mortgage to secure the payment of the sum of sixty eight and 50/100 dollars according to the terms of One certificatory note this day executed and delivered by the said Melvinia Fisher to the said part 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 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 Melvinia Fisher heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Frank A. Doane
Jennie L. Doane

Melvinia Fisher (SEAL.)
mark (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 5th day of Feb, A. D. 1894, before me Frank A. Doane, a Notary Public in and for said County and State, came Melvinia Fisher a widow 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 Oct 19th 1895Recorded February 10th A. D. 1894, at 11:30 o'clock A. M.

Frank A. Doane
Notary Public.

James Brooks
Register of Deeds.

The following is recorded on original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
At Witness my hand, this 5 day of Nov 1895

Recorded Nov 6, 1895. James Brooks Register of Deeds
J. W. Carman, Deputy