

JOURNAL CO. - LAWRENCE, KAN.

This Indenture, Made this 30th day of September in the year of our Lord one thousand eight hundred and ninety three between E. C. Cowles and Minnie I. Cowles his wife of Abiley in the County of Douglas and State of Kansas of the first part, and J. N. E. Griffith of Denver Colorado of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of six hundred 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 One Hundred and Twenty Two (122) Vermont Street in the City of Lawrence, County of Douglas and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 six hundred dollars according to the terms of 17 certain promissory notes this day executed and delivered by the said Parties E. C. Cowles + Minnie I. Cowles to the said party of the second part each note being for the sum of fifty dollars, numbered one to twelve inclusive, one of which becomes due payable every 6 months for 6 years

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 part of the second part 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 Parties of the first part or their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

E. C. Cowles (SEAL.)
Minnie I. Cowles (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 30th day of September, A. D. 1893, before me D. J. Hoadley, a Notary Public in and for said County and State, came E. C. Cowles and Minnie I. Cowles his wife 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 March 15th 1896Recorded Feb 21 A. D. 1894, at 3⁰ o'clock P.M.

D. J. Hoadley Notary Public.
James Brooks Register of Deeds.

This Indenture is indorsed on the original instrument by mortgagee. Page 378. The note hereto described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand this 19th day of August, A. D. 1896. J. N. E. Griffith

Recorded February 16th 1897 James Brooks Register of Deeds

For release see Book 33 Page 378