

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twenty eighth day of April in the year of our Lord one thousand eight hundred and ninety four between Mary R. Davis Widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary Emma Bence of the same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of fifteen hundred 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 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: lots Nos eleven (11) twelve (12) thirteen (13) and fourteen (14) in addition to six (6) in that part of the city of Lawrence formerly known as North Lawrence according to the recorded plat of said North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary R. Davis hereby 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

This grant is intended as a Mortgage to secure the payment of the sum of fifteen hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Mary R. Davis to the said party of the second part: of every date herewith made by the said Mary R. Davis payable to the said Mary Emma Bence or order three years after date, for fifteen hundred dollars, with interest from date until paid at the rate of six per cent per annum 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 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 Mary R. Davis 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

Mary R. Davis (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of April, A. D. 1894, before me N. C. Spangler, a Notary Public in and for said County and State, came Mary R. Davis, 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 Aug - 15th 1894Recorded April - 28th A. D. 1894, at 11:30 o'clock A. M.N. C. Spangler

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the sum of \$1500.00 day of August 1899
Mary Emma Bence

Attest
H. C. Fisher
Deputy Reg. of Deeds



This mortgage is attached my the original instrument.