

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 9<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety four between James Betts and Matilda Betts his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Josephine Martin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred (500) 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: lots No Fifty Nine (59) Sixty one (61) Sixty three (63) and Sixty five (65) on Elm Street, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James Betts and Matilda Betts 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 Five hundred dollars (500) according to the terms of 1000 certain promissory notes this day executed and delivered by the said James Betts and Matilda Betts to the said party of the second part: One of said notes for \$400 due Sept 30 1894 and one for \$300 due on or before December 31 1896, said notes drawing 8% interest from date

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 the 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 the 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said James Betts and Matilda Betts their 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

James Betts (SEAL.)  
Matilda Betts (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas County ss.

Be it Remembered, That on this 9<sup>th</sup> day of May, A. D. 1894, before me a Justice of the Peace James Betts and Matilda Betts a Notary Public in and for said County and State, came James Betts and Matilda Betts 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 189  
Recorded June 8 A. D. 1894, at 7 o'clock P.M.  
N. Bristow Justice of the Peace  
James Brooks Register of Deeds

The following is indexed on the original instrument  
\$500.00 June 9<sup>th</sup> 1894. Received of James Betts do with named  
Mortgage the sum of Five Hundred and no Dollars in full satisfaction  
of the certain Mortgage  
Recorded Nov 30<sup>th</sup> 1900  
By Lawrence Register of Deeds