

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety four between Charles E. Griffith of and in the County of 2 and State of Territory of Oklahoma of the first part, and G. M. E. Griffith of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: Lots One hundred and Seventy (171) One hundred and Ninety (119) and One hundred and twenty one (121) on Connecticut Street in the City of Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles E. Griffith do hereby covenant and agree that at the delivery hereof he 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 Six hundred dollars according to the terms of One certain Mortgage bond & six coupons this day executed and delivered by the said Charles E. Griffith to the said party of the second part: for six hundred dollars dated May 1, 1894, and due May 1, 1897. Six interest notes \$4 each, due every six months

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; appraisal 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 G. M. E. Griffith his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.
Signed and delivered in presence of
Garret Van Eman Charles E. Griffith (SEAL.)
(SEAL.) (SEAL.) (SEAL.)
Territory of Oklahoma
STATE OF KANSAS } ss.
County of 2

Be it Remembered, That on this 30 day of May, A. D. 1894, before me D. G. Kennedy, a Notary Public in and for said County and State, came Charles E. Griffith 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 Nov 71 1897 D. G. Kennedy Notary Public.
Recorded June 8 A. D. 1894, at 5:30 o'clock P. M. James Brooks Register of Deeds.

*The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 14th day of August A.D. 1894
Attest: C. B. Holden
Deputy -
Recorded April 5 - 1901
By Wagoner
Register of Deeds -
By Chas. J. B. Wagoner
Deputy -*

