

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of June in the year of our Lord one thousand eight hundred and ninety four between N. M. Butland of Douglas in the County of Douglas and State of Kansas of the first part, and Emmie A Rose of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents doth 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 Eighty three (83) and Eighty five (85) on Mississippi Street, in Block No Nineteen (9) in that part of the City of Lawrence known as West-Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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, and that he will warrant and defend the same in the quiet and peaceable possession of second party, her heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Fifty Dollars, being part purchase money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: due in five years from date, with interest at 7% per annum from date to maturity, payable semi-annually, and interest after maturity at 10% per annum until fully paid, principal and interest payable at 375 Mississippi Street, in the City of Lawrence, Kansas. 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, appraisalment hereby waived or not at the option of the party of the second part her 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 party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

N. M. Butland (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of June, A. D. 1894, before me L. A. Night, a Notary Public in and for said County and State, came N. M. Butland

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 April 21 1895 L. A. Night Notary Public.

Recorded July 7 A. D. 1894, at 3:30 o'clock P. M.

Register of Deeds.

The foregoing is subscribed on original instrument, In consideration of full payment of the within mortgage, I hereby release the same this 16 day of July, 1894.

Emmie A. Rose
Recorded April 17, 1896 James Brooks Register of Deeds
J. W. Carman Deputy