

This Indenture, Made this Sixth day of October in the year of our Lord one thousand eight hundred and ninety four between Martha G. Wood and John M. Wood her husband of North Lawrence in the County of Douglas and State of Kansas of the first part, and J. A. Mercer of the second part,

Witnesseth, That the said partys of the first part in consideration of the sum of Seven 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 partys 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 numbers Eleven (11), Twelve (12) and Thirteen (13) in Addition Number Ten (10) to that part of the City of Lawrence known as North Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said partys of the first part therein. And the said Martha G. Wood and John M. Wood 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 Seven hundred dollars according to the terms of One certain Promissory Note this day executed and delivered by the said said parties of the first part to the said partys of the second part: payable five years after date with interest at 4% until maturity but 10% after maturity, said interest payable yearly according to coupons attached to said note Grevelley also reserved to pay off in full at time of any interest payment and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or any part therefor, 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 partys 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, appraisal hereby waived or not at the option of the parts 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 for making such sales, and the overplus, if any there be, shall be paid by the partys making such sale on demand to the said parties of the first part then heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

Martha G. Wood (SEAL.)

John M. Wood (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6 day of October, A. D. 1894, before me, Hugh Blair, a Notary Public in and for said County and State, came Martha G. Wood and John M. Wood her husband

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 on the day and year last above written.

My commission expires 25th Dec 1897

Recorded Oct 6 A. D. 1894 at 5⁴⁰ o'clock P. M.

Hugh Blair

Notary Public.

James Brooks

Register of Deeds.

The following is index of one the original instrument
 The note herein described having been paid in full this Mortgage
 is hereby released and the said party created discharged
 As witness my hand this 6th day of April A.D. 1900.
J. A. Mercer
 Promulgator
 Recorded April 6th 1900. H. A. Mercer Register of Deeds.

