

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 17 day of March in the year of our Lord one thousand eight hundred and ninety five between Thomas H. Jones and Maggie E. Jones his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Rebecca Jones of the second part,

Witnesseth, That the said part III of the first part in consideration of the sum of Three 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 part II of the second part 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: One One and half story frame House with Shingle roof formerly situate on Lot No One hundred and eighty one (181) on Locust street in North Lawrence and by permission removed onto Lot No One hundred and twenty nine, and to be situate on said Lot No 179 on Locust street North Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said Thomas and Maggie Jones 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 Three hundred dollars according to the terms of One certain promissory note this day executed and delivered to the said Rebecca Jones March 17, 1895 to the said part II of the second part:

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 part II of the second part heirs 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 heirs 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 part II making such sale on demand to the said Thomas H. Jones and Maggie E. Jones heirs and assigns.

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

Signed and delivered in presence of

R. H. CooperThomas H. Jones

(SEAL.)

Maggie E. Jones

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of March, A. D. 1895, before me, R. H. Cooper, a Notary Public in and for said County and State, came Thomas H. Jones and Maggie E. Jones 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 March 17, 1897Recorded March 17, 1895 A. D. 1895 at 10 o'clock AM.R. H. Cooper

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of this within mortgage I hereby release the same this 14 day of July, 1895.

Rebecca Jones

Recorded July 14, 1895
Witness
J. H. Cooper
Dep. Register of Deeds

