

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eleventh day of March in the year of our Lord one thousand eight hundred and ninety th between @ @ James and Matilda F. James wife of Laurine in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties 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 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: The North half (1/2) of Lot Thirteen (13) situate on the South side of Walnut Street of Simpson's Sub division of that part of the City of Lawrence formerly known as North Lawrence

with all the appurtenances, and all the estate, title, and interest of the said part of the first part therein. And the said @ @ James and Matilda F. James wife 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 incurred in favor of the Mortgage in the sum of Eight hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred dollars according to the terms of Three certain Notes for \$500.00, \$100.00 this day executed and delivered by the said @ @ James and Matilda F. James to the said party of the second part: his heirs or assigns

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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators 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 party making such sale on demand to the said @ @ James his heirs and assigns.

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

Signed and delivered in presence of

@ @ James (SEAL.)  
M. F. James (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 11 day of March, A. D. 1895, before me, L. J. Steele, a Notary Public in and for said County and State, came @ @ James and M. F. James his wife 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 Jan 18 1896 L. J. Steele Notary Public.  
Recorded March 8 1895 A. D. 1895 at 10 o'clock A. M.

James Brooks Register of Deeds.

(This is signed by the parties to the mortgage) For Lawrence, Kan. Sec. 13 & 14, 1895.