

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 12th day of July in the year of our Lord one thousand eight hundred and ninety five between Marrett Grace and R. J. Grace (husband) of Lawrence 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 part 1st of the first part in consideration of the sum of Four 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: Lot No One hundred and Sixty Six (166) on Kentucky Street in the City of Lawrence Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Marrett Grace and R. J. Grace do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted, and of a good and indefeasible estate of inheritance therein free and clear of all incumbrances incurred in favor of Mary E. Chamberlin

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Marrett Grace and R. J. Grace to the said part 1st 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 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 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 party making such sale on demand to the said Marrett Grace her heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of
Hyman Cole Marrett Grace (SEAL.)
R. J. Grace (SEAL.)
(SEAL.)
(SEAL.)

STATE OF Iowa }
COUNTY OF JACKSON } ss.

Be it Remembered, That on this 11th day of July, A. D. 1895, before me, Hyman Cole, a Notary Public in and for said County and State, came R. J. Grace 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 July 11th 1897 Hyman Cole Notary Public.

State of Kansas }
County of Douglas } ss.
Be it Remembered, That on this 9 day of July A.D. 1895 before me, L. S. Steele a Notary Public in and for said County and State came Marrett Grace 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.
L. S. Steele Notary Public
James Brooks Register of Deeds
My Commission expires June 18, 1896.
Recorded July 11, 1895 at 3 o'clock P.M.

The following is inserted in the original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged
attest As witnesses my hand, this 23rd day of March A.D. 1897
Mary E. Chamberlin

(See Book 29 Page 357 for argument)