

For Assignment see Book 31 Page 220 (For Release see Book 29 Page 384)

This Indenture, Made this 30th day of July in the year of our Lord one thousand eight hundred and ninety five between William H. Eastman and Verona M. Eastman his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph M. Tripp of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred \$300 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 South half (1/2) of Lot One hundred and twenty five (125) and all of Lot number One hundred and twenty seven (127) on Connecticut Street in the City of Lawrence according to the plat on file in the office of the Register of deeds of said Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 by the said William H. and Verona M. Eastman to the said party of the second part: with interest at the rate of (6%) per cent payable semi annually provided further that the said first parties may pay at any time before the expiration of said term 3 years the whole of said mortgage or a part provided the payment shall not be less than twenty five dollars \$25.00 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, appraisal 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 William H. and Verona M. Eastman heirs and assigns.

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

Signed and delivered in presence of
A. H. Cooper William H. Eastman (SEAL.)
Verona M. Eastman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.



Be it Remembered, That on this 30th day of July, A. D. 1895, before me, A. H. Cooper a Notary Public in and for said County and State, came William H. Eastman and Verona M. Eastman 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 March - 21 - 1897 A. H. Cooper Notary Public.
Recorded July - 31 - 1895 at 2 o'clock A. M.
James Brooks Register of Deeds.