

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and ninety three between Charles H. Nones a widower of Lawrence in the County of Douglas and State of Kansas of the first part, and E. M. Robertson of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Sixty Five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: Beginning at a point two hundred (200) feet north of the intersection of the the north line of Henry Street produced west and the west line of Illinois Street produced south from City of Lawrence thence running North fifty (50) feet, thence west One hundred seventeen (117) feet, thence South fifty (50) feet thence East One hundred seventeen (117) feet to the place of beginning all in the City of Lawrence Douglas County Kansas as shown by the plat therof with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles H. Nones for himself his heirs and assigns do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances save and except a prior and former mortgage for the sum of three hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of Sixty Five dollars according to the terms of One certain promissory note this day executed and delivered by the said Charles H. Nones to the said party of the second part: the said E. M. Robertson

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 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, appraisal hereby waived or not at the option of the party 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 party making such sale on demand to the said Charles H. Nones or to his heirs heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Charles H. Nones (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of October, A. D. 1895, before me, Francis M. McVale, a Notary Public in and for said County and State, came Charles H. Nones a widower

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 Feb 19th 1898

Recorded Oct 11 A. D. 1895 at 3²⁰ o'clock P.M.

Francis M. McVale Notary Public.

James Brook Register of Deeds.

The following is indorsed on the original instrument

Recorded August 4th 1899
E. P. Solomon
Register of Deeds
by J. E. Fisher
Deputy

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
As witness my hand, this 4th of August A.D. 1899
E. M. Robertson