

This Indenture, Made this twenty third day of October in the year of our Lord one thousand eight hundred and ninety five between Jesse McCurdy and Emily McCurdy husband & wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles Chadwick of the same place, of the second part,

**Witnesseth,** That the said part 1st of the first part in consideration of the sum of Three hundred (\$300.00) 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: lots One (1) two (2) three (3) twenty two (22) twenty three (23) and twenty four (24) in Block ten (10) of same place Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jesse McCurdy 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

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 Coupon note this day executed and delivered by the said parties of the first part to the said party of the second part: and is payable on or before two years after date with interest semi annually at eight per cent per annum

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 party of the first part their 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

Jesse McCurdy (SEAL.)  
Emily McCurdy (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 23 day of October, A. D. 1895, before me, Charles Chadwick, a Notary Public in and for said County and State, came Jesse McCurdy and his wife Emily McCurdy who are 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 Sept - 11 - 1899  
Recorded Oct 20 A. D. 1895 at 11 o'clock A. M. Douglas Co. Kas.

Chas Chadwick Notary Public.  
James Brooks Register of Deeds.

The following is endorsed on the original instrument:  
Receipt: \$300.00 Lawrence Kansas, July 15-1896. Received of the heirs of Jesse and Emily McCurdy the within named mortgage for the sum of Three Hundred and No Dollars, and full satisfaction of the within mortgage.  
Samuel M. Brooks  
Recorded July 14-1896  
Attest: James Brooks, Reg. of Deeds.  
James Brooks, Reg. of Deeds.

(Acquired see Book 13 Page 396)