

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 15<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety five between Martin C. Rice and R. E. Rice husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Martin E. Rice of the same place of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Six 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: lots numbered 130 and 150 Kentucky St. in the City of Lawrence County of Douglas State of Kansas, and having thereon a substantial stone house, a well, a cistern and other usual improvements

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Martin C. Rice and R. E. Rice his 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 except recorded in curbances

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Martin C. Rice and R. E. Rice his wife to the said party of the second part: the note reads as follows: \$600. Lawrence Kansas Nov. 15. 1895. Two years after date for value received we promise to pay to Martin E. Rice or order, at the Merchants Natl Bank \$600 Dollars with interest at seven per cent per annum after date until paid. Signed by Martin C. Rice and R. E. Rice 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 Martin C. Rice and R. E. Rice his wife heirs and assigns.

**In Witness Whereof,** M. C. Rice and R. E. Rice The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

L. M. C. Rice  
Signed and delivered in presence of  
A. L. Anderson, Hamilton, Kan. Nov. 15. 1895  
Signed, sealed and delivered by R. E. Rice in the  
presence of J. O. Holloway, Lawrence Kansas  
on Nov 16<sup>th</sup> 1895.

M. C. Rice (SEAL.)  
R. E. Rice (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Greenwood } ss.

**Be it Remembered,** That on this 15 day of November, A. D. 1895, before me, A. L. Anderson, a Notary Public in and for said County and State, came M. C. Rice

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 April 9 1899 A. L. Anderson Notary Public.

State of Kansas  
County of Douglas }

**Be it Remembered,** That on this 16 day of November A. D. 1895, before me Jas O. Holloway a Notary Public in and for said County and State came R. E. Rice 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 Oct 7<sup>th</sup> 1897  
Recorded Nov. 16. 1895 at 4<sup>th</sup> o'clock P.M.

Jas O. Holloway Notary Public  
James Brooks Register of Deeds

The following is endorsed on the original instrument  
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 25<sup>th</sup> day of Jan. A. D. 1896  
Jas. O. Holloway  
Notary Public, Can. Office of 25<sup>th</sup> 1897  
Recorded January 27. 1896 James Brooks