

This Indenture, Made this 7th day of December in the year of our Lord one thousand eight hundred and ninety five between Albert Hollingworth a widower of Clinton in the County of Douglas and State of Kansas of the first part, and Paul A. Randall of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of thirty five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he 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 West Quarter of Section No. Thirteen (13) in Township No. Thirteen (13) South of Range No. Eighteen (18) East of the Sixth P.M. also All of Blocks No. Twelve (12) Thirteen (13) and Fourteen (14) in the Subdivided portion of the town of Bloomington in the North West Quarter of Section No. Twenty Four (24) Township No. Thirteen (13) South of Range No. Eighteen (18) Said first party agrees to keep the building on said premises insured in the sum of \$3000.00 in some good Insurance Company approved by second party and assigned to him Said Insurance to be \$1500 fire & lightning and \$1500 tornado) with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Albert Hollingworth do he 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 thirty five hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Albert Hollingworth to the said party of the second part: payable in five years with interest at 7 per cent payable annually at Nat. Bank Lawrence Kansas

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 Albert Hollingworth 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

L. S. Steele

Albert Hollingworth (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7 day of December, A. D. 1895, before me, L. S. Steele, a Notary Public in and for said County and State, came Albert Hollingworth 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 June 18 1898

Recorded Dec 7 A. D. 1895 at 7³⁰ o'clock P M.

Notary Public.

L. S. Steele
James Brooks
Register of Deeds.

For Release See Blk 37, Page 403.