

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 28th day of February in the year of our Lord one thousand eight hundred and ninety six between Clara Curtis a widow of Clinton in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred and Fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL grant, bargain, sell and mortgage to the said party of the second part her 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 North Ninety 90 Acres of the West One Hundred 100 Acres of the North West Quarter of Section Number Twenty Six 26 in Township Number Thirteen 13 South of Range Number Eighteen 18 East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Clara Curtis do LL hereby covenant and agree that at the delivery hereof she 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 Four Hundred and fifty Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Clara Curtis party of the first part to the said party of the second part: Due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note. And interest after maturity or default shall be paid at the rate of 10 per cent per annum. Said first party, to have the privilege of paying \$100 or any multiple thereof on the interest of any coupon before it is due, 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 her 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 her 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 Clara Curtis her heirs and assigns.

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

Signed and delivered in presence of

R. C. Curtis
L. H. Corse

Clara Curtis (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of February, A. D. 1896, before me, L. H. Corse, a Notary Public in and for said County and State, came Clara Curtis a widow

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 Jan 16 1897 L. H. Corse
Recorded Feb 28 A. D. 1896 at 7¹² o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is inclosed on Original Instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged
As Witness my hand this 2nd day of November A. D. 1897
Samuel Marks

Recorded Nov 6 1897

By James Brooks Register of Deeds

