

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 19th day of February in the year of our Lord one thousand eight hundred and ninety six between Albert J. Woods and Edla Woods his wife of Kansas in the County of Douglas and State of Kansas of the first part, and Melissa Osborn of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four 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: Being lots number four & five (4 & 5) in the town of Highland as surveyed on the 29th day of April 1887 and platted by Alva H. Pearson County Surveyor of Douglas County, Kansas. It is mutually agreed by both parties, that in case of loss by fire the amount due on the notes that is unpaid shall be satisfied out of the insurance now on the property, or out of any insurance that may be placed on the property.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Grantors 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 this Mortgage.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of Four certain notes of hand this day executed and delivered by the said Parties of the first part to the said party of the second part:

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, 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 Parties 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 seals the day and year first above written.

Signed and delivered in presence of

Albert J. Woods

(SEAL.)

Edla Woods

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 19th day of February, A. D. 1896, before me, the undersigned, a Notary Public in and for said County and State, came Albert J. Woods and Edla Woods his wife

to me personally known to be the same persons 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 Dec 30th 1899Recorded Feb 28 A. D. 1896 at 7⁴⁰ o'clock P. M.

Notary Public.

Joseph Liff
James Brooks
Register of Deeds.

(Released Under Public Law 37-287)