

This Indenture, Made this 14 day of October in the year of our Lord one thousand eight hundred and ninety six between Clement L. Tolbert and Gertha Tolbert his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Cyrus H. Richards of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four hundred (\$400.00) 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: Lot No Forty five (45) on the South side of Locust Street in Block No One (1) in that part of the City of Lawrence formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said Clement L. Tolbert and Gertha Tolbert 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

This grant is intended as a Mortgage to secure the payment of the sum of (400.00)

four hundred Dollars according to the terms of four certain Notes this day executed and delivered by the said Clement L. Tolbert and Gertha Tolbert to the said party of the second part: accor for one hundred Dollars each and payable in One, two, three and four years from date with interest on each at the rate of eight percent per annum payable annually, said sum of \$400 being a balance of the purchase price of said premises 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 Clement L. Tolbert his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Clement L. Tolbert (SEAL.)
Gertha Tolbert (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7 day of October, A. D. 1896, before me, L. S. Steele, Notary Public in and for said County and State, came Clement L. Tolbert and Gertha Tolbert 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 June 18 1898 L. S. Steele
Recorded Oct 23 A. D. 1896, at 11 o'clock A M.

Notary Public.

James Brooks
Register of Deeds.