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_day of _____ april___ in the year of ou This Indenture, Made this ----15t-Lord one thousand eight hundred and ninety server ______ between _______ Marcia E. Perby & John V. Perby husband and wife ______ of ______ Saurelice ______ in the County of _____ Douglas _____ and State of _____ Kansas of the first part, and Marure M. Alcaw of the second part, Witnesseth, That the said part - of the first part in consideration of the sum of = DOLLARS, to them.duly paid, the receipt Four Hundred of which is hereby acknowledged, hat estimate and by these presents dom-grant, bargain, sell and mortgage to the said partyof the second part her 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 half of lot number Eighty Sick and all of lot number Eighty Eight (55) on Louisiana — Street in The City of Samerence with all the appurtenances, and all the estate, title and interest of the said part LCA of the first part therein. And the said dols hereby covenant and agree that at the delivery hereof slil is many 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 Dollars three years of in date with interest at speccrif per amount payable securi-an wally according to the terms of _______ certain from is ory hot is list interest that delivered by the said Marcia & Juby and John V. Jerby _______ to the said party of the second part it being understood that \$ 100 or any multiple thereof may be paid on the principal of said note at any time when securi-annually interest becomes are and payable _______ 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 therefor, 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 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-part --- of-the-second-part -----executors, administrator 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 Marcia E. Zerby, her heirs and assigns. In Witness Whereof, The said part is of the first part, have hereunto settles, hand sand seal the day and year first above written. Marcia E. Seeby J. V. Zerby (SEAL.) Signed and delivered in presence of Geo.a Banks ...(SEAL.) (SEAL.) ... (SEAL.) STATE OF KANSAS, SS. County of Douglas Be it Remembered, That on this <u>3</u>^d day of <u>April</u> Gev. A. Barreks , a Notary ..., A. D. 189.7., before me, otary Public in and for said County and State, came Marcia E. gerby Ed g. V. gerby husboud wife. known to be the same person s 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 1- 1900 Geo a Banks Recorded April _ 3. ____A. D. 1897., at 4. _____o'clock .____M. Summer Broken

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