

JOURNAL ED, LAWRENCE, KAN.

This Indenture, Made this 17<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety Nine between Mary Snyder (widow)

of Eudora in the County of Douglas and State of Kansas of the first part, and Agnes I. Fuller of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred and Fifty DOLLARS, to her 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 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 All lots in Block Seventy Eight (78) and Ninety One (91) and Streets and alley adjacent thereto, all in the City of Eudora, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary Snyder do 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 One Hundred and Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Mary Snyder to the said party of the second part and due one year from date with 7 per cent interest from date

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 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 Mary Snyder heirs and assigns.

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

Signed and delivered in presence of

Mary Snyder (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas County } SS.

Be it Remembered, That on this 17 day of February, A. D. 1899, before me, G. S. Richards a Notary Public in and for said county and State, came Mary Snyder (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 April 1<sup>st</sup> 1902 G. S. Richards Notary Public.

Recorded February 24<sup>th</sup> A. D. 1899 at 8<sup>20</sup> o'clock 9 M.

G. S. Foxman  
Register of Deeds.

The following is endorsed on the original instrument

Receipt

Eudora Kans Sept. 11, 1899

Received of Mary Snyder the sum of One Hundred & Fifty, \$150.00 and \$100.00 in full satisfaction of the within mortgage

Agnes I. Fuller

\$106.00

Recorded Sept. 14<sup>th</sup> 1899

G. S. Foxman

Register of Deeds

by H. C. Fisher Deputy