

This Indenture, Made this Twelfth day of May in the year of our Lord one thousand eight hundred and ninety seventy-five between J. M. Roberts and Emily S. Roberts his wife of the city of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Roberts of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred and seventy-five DOLLARS, to him 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 number one hundred and seventy two (172) on Vermont street in the City of Lawrence in said County and State.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 Five hundred and seventy-five dollars according to the terms of three certain promissory notes this day executed and delivered by the said Party of the first part to the said party of the second part: Payable as follows: \$200 on or before one year, \$50 on or before two years and \$125 on or before three years after date with interest at 7% per annum. 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 of the second part his heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

J. M. Roberts (SEAL.)

Emily S. Roberts (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this Twelfth day of May, A. D. 1897, before me, Hugh Blair a Notary Public in and for said county and State, came J. M. Roberts and Emily S. Roberts his wife 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 25th Decr. 1901 Hugh Blair Notary Public.

Recorded May 3rd A. D. 1897, at 2³⁰ o'clock P. M.

W. A. Soxman Register of Deeds.

Recorded Oct. 7th 1899
 \$592.12 Receipt.
 Received of J. M. Roberts, the within named Mortgagor the sum of Five Hundred & Seventy Five and 7/8 Dollars in full satisfaction of the within mortgage E. J. Roberts
 E. J. Soxman
 Register of Deeds
 City of Lawrence
 Deputy

