

This Indenture, Made this Sixteenth day of May in the year of our Lord one thousand eight hundred and ninety nine between Alice J. Garrett and J. E. Garrett, her husband of Laurance in the County of Douglas and State of Kansas of the first part, and John W. McArthur of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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 numbered one hundred and thirty one (131) and one hundred and thirty three (133) on south side of Locust Street in block no. Three (3) in that part of the city of Lawrence, known as North Lawrence, being the homestead of the said parties of the first part, who agree to maintain insurance thereon, during the existence of this loan, to the amount of five hundred dollars.

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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever.

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

Two hundred and fifty (\$50) dollars according to the terms of a certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five (5) years from date, with interest from date to maturity as evidenced by coupons attached thereto and interest after maturity at the rate of ten percent 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, appraisalment hereby waived or not at the option of the part 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Wm. T. Sinclair

Alice J. Garrett. (SEAL.)

J. E. Garrett. (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 17th day of May, A. D. 1897, before me, Joseph E. Riggs, a Notary Public in and for said county and State, came Alice J. Garrett and J. E. Garrett her husband 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 March 29, 1901 Joseph E. Riggs Notary Public.

Recorded May 17th A. D. 1897, at 2²³ o'clock P. M.

G. P. Soxman
Register of Deeds.



The following is inclosed as the original instrument
\$250 Dec. 13th 1900. Passing of Alice J. Garrett she with her named mortgage
the sum of Two hundred and fifty Dollars in full satisfaction of the indebted mortgage
John W. McArthur

Recorded Dec 17th 1900.
G. P. Soxman and Register of Deeds.