

This Indenture, Made this 31<sup>st</sup> day of May in the year of our Lord one thousand eight hundred and ninety nine between Adrian Radford who signs his name hereto as A. Radford of Blackwell in the County of King and State of Territory of Okla. of the first part, and Henry B. Duke, of Kansas City in the County of Jackson State of Missouri of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred 70/100 DOLLARS, to me duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do not 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 Sit numbered one hundred & sixty nine (169), on New Hampshire Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein, And the said Adrian Radford do not hereby covenant and agree that at the delivery hereof he 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 except one first mortgage dated Feb'y 16<sup>th</sup> 1899 due in 5 years in favor of Henry B. Duke \$1200<sup>00</sup>

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred dollars & eight per cent interest thereon payable semiannually according to the terms of one certain promissory note this day executed and delivered by the said Adrian Radford to the said party of the second part:

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 sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Adrian Radford heirs and assigns.

In Witness Whereof, The said party of the first part, ha Thereunto set his hand and seal the day and year first above written,

Signed and delivered in presence of

Territory of Oklahoma  
STATE OF KANSAS  
County of Ray County } SS.

A. Radford (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 31<sup>st</sup> day of May, A. D. 1899, before me, the undersigned, a Notary Public in and for Ray county and State, came Adrian Radford, single & unmarried who is 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 July 17, 1902. E. Campfield Notary Public.  
Recorded June 9<sup>th</sup> A. D. 1899, at 8<sup>20</sup> o'clock A. M.

G. B. Foxman  
Register of Deeds.

The following is entered on the original instrument  
 #300- Kansas City Mo. Feb'y 16<sup>th</sup> 1900,  
 Record of A. Radford in which named Mortgage  
 Three Hundred Dollars as full satisfaction of the mortgage  
 H. B. Duke  
 Recorded Feb 10<sup>th</sup> 1900  
 G. B. Foxman Register of Deeds



Rev. Stamp 1899