

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 18 day of October in the year of our Lord one thousand eight hundred and ninety nine between Julia D. Fullerton - widow -

of Lawrence in the County of Douglas and State of Kansas
of the first part, and A. W. Fuller
of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred & 50 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha she sold and by these presents do sell 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 Lot No. one hundred and twenty six (126) on Kentucky Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do she hereby covenant and agree that at the delivery hereof she 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 Two hundred & 50 Dollars

according to the terms of One certain promissory Note this day executed and delivered by the said Julia D. Fullerton to the said part of of the second part: Payable Two years from date at the Lawrence Nat. Bank of Lawrence Kansas with interest at the rate of seven per cent. per annum payable annually.

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 part of 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 part of of the second part her 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Julia D. Fullerton - her heirs and assigns.

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

Signed and delivered in presence of

Julia D. Fullerton (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 18 day of October, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said county and State, came Julia D. Fullerton (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 Jan'y. 14, 1902

Recorded Oct. 17 A. D. 1899, at 10 o'clock A. M.

Alfred Whitman
Notary Public

H. S. Doorman
Register of Deeds.

The following is a true and correct copy of the original instrument
Recd. Sept 20th 1903
Received of Julia D. Fullerton, the within
Named mortgagee, the sum of Two hundred and thirty
and 50 Dollars in full satisfaction of the within mortgage.
A. W. Fuller.

Received Sept 20th 1903.
W. H. Armstrong
Register of Deeds.

(For partial release see Book 39 Page 172)

