

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this thirteenth day of October in the year of our Lord one thousand eight hundred and ninety nine between Hannah E. Cliff and Benjamin F. Cliff her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Anna F. Clarke of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and Twenty five 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 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: The Lot number Twenty (20) in Block number Thirteen (13) Lane's Second Addition to the City of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is 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 Three hundred and Twenty five Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said Hannah E. Cliff and Benjamin F. Cliff to the said party of the second part: Due on the 17th day of October 1901 with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default at the rate of ten percent per annum until fully paid. 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, appraisal 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 part of 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 hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

D. H. Cores

Hannah E. Cliff (SEAL.)

Benjamin F. Cliff (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 21st day of October, A. D. 1899, before me, D. H. Cores, a Notary Public in and for said county and State, came Hannah E. Cliff and Benjamin F. Cliff 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 Jan. 16th 1901 D. H. Cores Notary Public.

Recorded Oct 21st A. D. 1899, at 11 o'clock A.M.

H. B. Doxman Register of Deeds.

The following is endorsed on the original instrument—

Recorded May - 20th 1902—

L. B. Johnson,

Register of Deeds.

By Will B. Johnson,

Deputy.

Anna F. Clarke

Lawrence