

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of October in the year of our Lord one thousand eight hundred and ninety nine between Mrs. Marice V. Thomas

of Lawrence in the County of Douglas and State of Kansas of the first part, and Rebecca Jones of the same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to her duly paid, the receipt

of which is hereby acknowledged, has sold and by these presents does 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 numbered one hundred and eighty one (181) and one hundred and eighty three (183) on the south side of Locust Street, in Block numbered Four (4) in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mrs. Marice V. Thomas do 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 Five Hundred Dollars as part purchase money for the premises herein before described, according to the terms of her certain promissory note this day executed and delivered by the said Mrs. Marice V. Thomas to the said party of the second part: Drawing interest at the rate of six percent per annum from that date the principal and interest payable at the Lawrence National Bank, Lawrence, Kansas.

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, appraisement hereby waived or not at the option of the party 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part making such sale on demand to the said Mrs. Marice V. Thomas heirs and assigns.

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

Signed and delivered in presence of

Mrs. Marice V. Thomas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this October day of October, A. D. 1899, before me, James Brooks, a Notary Public in and for said county and State, came Mrs. Marice V. Thomas

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 Nov. 4, 1901.

Recorded Oct. 23 A. D. 1899, at 8:30 o'clock P.M.

James Brooks
Notary Public.

W. A. Saxman
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 30 day of April 1900.
Rebecca Jones
W. A. Saxman, Register

Attest: April 30 1900-
W. A. Saxman

