

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eight day of January in the year of our Lord one thousand eight hundred and ninety between Lizzie Willard and H. F. Willard, her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Kate R. Beardsley and Josephine R. Beardsley, or the survivor of them of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred 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 parties of the second part their 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. Twenty-seven (27) on New Hampshire street, in the City of Lawrence, being the homestead of the said parties of the first part, who are agreed to maintain insurance to the amount of \$1000. on the buildings now on or to be erected on said lot during the existence of this mortgage for the benefit of the parties of the second part, subject to mortgage to said parties recorded in Book 36 page 88.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

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 said second parties, their heirs and assigns forever against all persons lawfully claiming the same, except as to above mentioned mortgage.

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

according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said parties of the second part:

Due in five years from date, with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's deed to above described property, together with 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 parties of the second part their 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 parties 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the parties 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

Lizzie Willard (SEAL.)

H. F. Willard (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 8th day of January, A. D. 1890, before me, Joseph G. Riggs a Notary Public in and for said county and State, came Lizzie Willard and H. F. Willard, 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 28 1901

Recorded January 8 A. D. 1890, at 9 o'clock P. M.

Joseph G. Riggs Notary Public.

R. D. Osment Register of Deeds.

The following is Extract from the original instrument
The note herein described having been paid in full this mortgage
is hereby released. And the lien thereby created discharged
As Witness my hand this 7th day of March A.D. 1900.

Kate R. Beardsley
Josephine R. Beardsley

Nelson B. Eldred
Frank E. Hight

Recorded Mar 12th 1900.
U. W. Wimbony
Register of Deeds.

