

This Indenture, Made this 13th day of January in the year of our Lord one thousand eight hundred and ninety one hundred between James H. Roberts and Jane L. Roberts his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Mrs. Hannah E. Hopkins of Carmel New York 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 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 Thirteen (13) on Cincinnati street in the City of Lawrence. The first parties agreeing to maintain insurance to the amount of \$500 on said building now under construction on said lot during the existence of this Mortgage, for the benefit of the party of the second part

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the second part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 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: Payable in five years after date with interest at 6% semi-annually according to coupons attached to said note and with the privilege of paying 50% or any multiple thereof on account principal money at any time 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 heirs 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 heirs 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 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

James H. Roberts (SEAL.)

Jane L. Roberts (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 13th day of January, A. D. 1890, before me, James Brooks a Notary Public in and for said county and State, came James H. Roberts and Jane L. Roberts his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

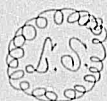
In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov. 4th 1901.

Recorded January 15 A. D. 1890, at 8:30 o'clock P. M.

James Brooks
Notary Public.

L. S. Doxman
Register of Deeds.



Recorded May 19th 1905
Chas. W. Thompson
Register of Deeds.

The following is enclosed on the original instrument
The notes herein described having been paid in full
This Mortgage is hereby Released and the lien
thereby created is charged. As witness my hand this
18th day of May A.D. 1905. Mrs. Hannah E. Hopkins.