

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 8th day of January in the year of our Lord one thousand eight hundred and ninety between John Miley Jones and Mrs. J. E. Jones his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. H. Moore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 his 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 north half (1/2) of Lot No. Eighty four (84) on Massachusetts street in the City of Lawrence. This mortgage being given to secure a portion of the purchase money for said above described premises.

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 first 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 Two Thousand Dollars according to the terms of one certain promissory note this day executed and delivered by the said John Miley Jones and J. E. Jones to the said party of the second part: Payable one year from date at the Lawrence National Bank of Lawrence Kansas with interest at the rate of seven per cent per annum.

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 his 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 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 John Miley Jones, his 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

STATE OF KANSAS, }
County of Douglas County } SS.

Be it Remembered, That on this 11 day of January, A. D. 1900 before me, Alfred Whitman, a Notary Public in and for said county and State, came John Miley Jones and J. E. Jones 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 Jan. 14 1903

Recorded January 20 A. D. 1900 at 9 o'clock A. M.

Alfred Whitman
Notary Public

G. A. Sorenson
Register of Deeds.

The following is endorsed on the original instrument—
Received of John Miley Jones, the within named mortgagee, the sum of Two Thousand Eighty one and 00/100 Dollars, in full satisfaction of this within mortgage.
M. H. Moore

Recorded Aug 17th 1901
G. A. Sorenson
Register of Deeds
By Elsie B. Sorenson
Deputy