

This Indenture, Made this 23rd day of January in the year of our Lord one thousand eight hundred and ninety nineteen hundred, between W. J. Cox and Mary A. Cox his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Samuel M. Lilly of Laurance, Douglas Co. Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell, 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 No. Forty-nine (49) Addition One (2) Addition to the City of Laurance known as North Laurance

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Parties of the first 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 Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said W. J. Cox to the said party of the second part:

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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part W. J. Cox, his heirs and assigns.

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

Signed and delivered in presence of

J. C. Walton
Chas. F. Defted
STATE OF KANSAS,
County of Douglas } SS.

W. J. Cox (SEAL)
Mary A. Cox (SEAL)
mark (SEAL)

Be it Remembered, That on this 23rd day of January, A. D. 1890, before me, John M. Spencer, a Notary Public in and for said county and State, came W. J. Cox and Mary A. Cox, 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 Sept. 15th 1900
Recorded February 5 A. D. 1890, at 4¹⁵ o'clock P. M.

John M. Spencer (SEAL)
Register of Deeds

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the therein thereby created, discharged.
Attest: May A. D. 1900
W. J. M. Lilly
Witness: J. C. Walton

Records May - 15 - 1900
U. S. Notary
Register of Deeds,
By Ellie Robinson, Deputy

