

This Indenture, Made this Nineteenth day of February in the year of our Lord one thousand eight hundred and ninety between Marshall H. Huey and Mary A. Huey his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Frederic Morris of Kansas City, Missouri of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Three hundred

DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: Lot No. one hundred and fifty six (156) on the Jersey street in the City of Lawrence in said county and State according to the plat of said city on file in the office of the Register of Deeds of said county.

with all the appurtenances, and all the estate, title and interest of the said part is 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 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 Three hundred dollars within three years in semi-annual installments of fifty Dollars and accrued interest according to the terms of one certain promissory note and six installments this day executed and delivered by the said parties of the first part to the said part y 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 part y 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 part y of the second part his 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 part y making such sale on demand to the said parties of the first part, their heirs and assigns.

In Witness Whereof, The said part is of the first part, ha ve 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 } SS.

Be it Remembered, That on this 17th day of February, A. D. 1899, before me, Joseph E. Riggs, a Notary Public in and for said county and State, came Marshall H. Huey and Mary A. Huey 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 Mich. 29, 1901.

Recorded February 17 A. D. 1899, at 2³⁵ o'clock P.M.

Joseph E. Riggs
Notary Public,
R. A. Norman
Register of Deeds.

The following is enclosed on the original Indentment.
Release. 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 Eightth day of August A.D. 1903.

Recorded Aug. 8-1903.
W. W. Woodruff
Register of Deeds.
(For Assignment see Book 39 Page 473)