

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19 day of February in the year of our Lord one thousand, ~~eight~~ <sup>new</sup> hundred and ~~ninety~~ between Emma S. Devan widow of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Fanny Bergman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do th 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 number one hundred and forty seven (147) on Kentucky street, Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Emma S. Devan do th hereby covenant and agree that at the delivery hereof she is 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 Eight hundred Douglas according to the terms of and certain Mortgage note this day executed and delivered by the said Emma S. Devan to the said party of the second part: Payable five years after date to order of party of second part with interest thereon according to terms of said note and coupons thereto attached.

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 her heirs and assigns privilege reserved to pay in or any multiple thereof on principal and after three years at time of any interest payment.

In Witness Whereof, The said party of the first part, ha th hereunto set her hand and seal the day and year first above written.  
Signed and delivered in presence of  
Hugh Blair  
STATE OF KANSAS,  
County of Douglas County } SS.

Be it Remembered, That on this 19 day of February, A. D. 1890, before me, Hugh Blair, a Notary Public in and for said county and State, came Emma S. Devan an unmarried woman 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 28 Decy 1901.  
Recorded February 20 A. D. 1900, at 9 <sup>55</sup> o'clock A. M.  
Hugh Blair Notary Public.  
H. H. Foxman Register of Deeds.

The following is endorsed on the original instrument  
\$800.00 Lawrence, Mo. April 11, 1910 Received of Hugh Blair present owner of the property within named is mortgaged the sum of Eight hundred and no dollars in full satisfaction of the within mortgage.

Recorded April 12 1910  
Hugh Blair  
Register of Deeds.

(For Assignment See Book 41, Page 409.) Fanny Bergman his atty in fact