

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Tenth day of April in the year of our Lord one thousand eight hundred and ninety nineteen hundred between A. F. Whitney and Libbie Whitney (wife) of Leopold in the County of Shawnee and State of Kansas of the first part, and J. D. Corral of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred (\$300) 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 number fifty three (53) Rhode Island Street, City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said A. F. Whitney and Libbie Whitney do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 two certain Note and Six coupons this day executed and delivered by the said A. F. Whitney and Libbie Whitney to the said part y of the second part: his heirs and assigns

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 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 surplus, if any there be, shall be paid by the part y making such sale on demand to the said A. F. Whitney and Libbie Whitney their heirs and assigns.

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

sealed
Signed and delivered in presence of

Not stamped according to law

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 12th day of April, A. D. 1890, before me, John W. Newlin, a Notary Public in and for said county and State, came A. F. Whitney and Libbie Whitney 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires April 13 1902 John W. Newlin
Recorded April 12 A. D. 1890, at 11⁰⁰ o'clock A.M. Notary Public.

R. A. Doxman
Register of Deeds.

Assigned Book 39 Page 353

The following is entered on original instrument
Recorded April 6th A.D. 1903
William Strong
Register of Deeds
By J. C. Lowman
Deputy.