

This Indenture, Made this 8th day of May in the year of our Lord one thousand eight hundred and ninety nine hundred between Phineas Parker and Eliza Parker his wife of North Lawrence in the County of Douglas and State of Kansas of the first part, and A. M. Hanks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred 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 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 five on Perry Street in that part of the City of Lawrence known as North Lawrence, and further and better described as being in Addition number Three (3) in that part of the City of Lawrence known as North Lawrence, aforesaid.

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 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 One hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable three years after date with interest in meantime and until maturity according to coupons thereto attached and 10% after maturity until paid.

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 their 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

Jennie Hatt

Phineas Parker (SEAL.)

Eliza Parker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 8th day of May, A. D. 1890, before me, Jennie Hatt a Notary Public in and for said county and State, came Phineas Parker and Eliza Parker 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 30 Mch-1904

Recorded May 14th A. D. 1890, at 11²⁰ o'clock A.M.

Jennie Hatt Notary Public.
H. A. Noxman Register of Deeds.

(For Assignment See Bk. 47 Pg. 150)