

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety thirteen hundred, between Mary B. Whitcomb, Legatee and Devisee of R. S. Griffith, deceased and A. H. Whitcomb her husband of Laurance in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Five 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 part of the second part 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. eighty eight (88) Ohio street Lawrence Kansas. Said parties of the first part hereby agreed to keep the said premises insured in favor of the said mortgage in the sum of Five hundred dollars in some insurance company satisfactory to said mortgage.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Five hundred dollars

according to the terms of One certain Coupon Mortgage note this day executed and delivered by the said parties of the first part to the said part ies of the second part: Due and payable five years after date according to the tenor and effect of said note and of the 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 part ies of the second part heirs 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 ies 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part ies of making such sale on demand to the said parties 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

Mary B. Whitcomb (SEAL.)

A. H. Whitcomb (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 25<sup>th</sup> day of May, A. D. 1893, before me, James Brooks a Notary Public in and for said county and State, came Mary B. Whitcomb and A. H. Whitcomb, her husband 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 Nov. 4<sup>th</sup> 1901

Recorded June 7<sup>th</sup> A. D. 1893, at 4<sup>50</sup> o'clock P. M.

W. H. Norman Register of Deeds.

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 lien hereby created, discharged. As witness my hand this 6<sup>th</sup> day of June, A. D. 1901.

Recorded - May - 21 - 1904 -  
W. H. Norman  
Register of Deeds.

(Assigned Sub Book 35 Page 624) By W. C. Springer, his attorney in fact.