

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 9<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and ninety Nineteen hundred between George B. Griffui and Kate Griffui his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William Cutchfield of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 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 ninety eight (98) and one hundred ninety nine (99) both on the north side of Maple Street in Subdivision of south west Block of Addition No. Three (3) in that part of the City of Lawrence formerly known as North Lawrence, in Douglas County Kansas. Said first parties agree to keep said premises insured in favor of the said mortgagee, in the sum of eight hundred Dollars.

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 Eight hundred Dollars

according to the terms of One certain Bonissory note this day executed and delivered by the said parties of the first part to the said party of the second part: Due and payable three years after date according to the tenor of said note and coupons thereto annexed.

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 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 party 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 party 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

Geo B. Griffui (SEAL.)

Kate Griffui (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 9<sup>th</sup> day of July, A. D. 1890, before me, James Brooks, a Notary Public in and for said county and State, came George B. Griffui and Kate Griffui 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 Nov. 4<sup>th</sup> 1901.

Recorded July 10 A. D. 1890, at 3 o'clock P.M.

James Brooks Notary Public.

W. A. Norman Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 18<sup>th</sup> day of June, 1890.

Sarah Jennell

By W. Cutchfield for Money in fact

Arthur A. W. Pennington Register of Deeds.

