

JOURNAL 66, LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety Nineteen hundred between Mrs. Mary C. Irwin, a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Rachel Syrell of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha she sold and by these presents do she 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 sixty five (165) on Kentucky street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mary C. Irwin do she 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 Five hundred Dollars

according to the terms of five certain promissory notes this day executed and delivered by the said Mary C. Irwin to the said part of of the second part: all said notes for \$100 each payable on or before one, two, three, four and five years respectively with interest from date at the rate of six per cent per annum payable annually.

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 of 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 part of 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Mary C. Irwin her heirs and assigns. this mortgage being made to secure the payment of part of the purchase money for said lot.

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

Signed and delivered in presence of

Geo. A. Banks (not duly attested)

Mary C. Irwin (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 27<sup>th</sup> day of August, A. D. 1890, before me, Geo. A. Banks, a Notary Public in and for said county and State, came Mary C. Irwin, 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 subscribe my name my hand and affixed my official seal on the day and year last above written.

My commission expires Dec. 1- 1900

Geo. A. Banks  
Notary Public.

Recorded Aug. 27<sup>th</sup> A. D. 1890, at 4<sup>10</sup> o'clock P. M.

J. D. Lawrence  
Register of Deeds.

(Assigned See Book 89 Page 13)  
(Released See Book 89 Page 13)