

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirteenth day of September in the year of our Lord one thousand eight hundred and ninety nine hundred between Jane Williams and Milton Williams, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lewis Reedy of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One hundred twenty five 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 fifty (50), fifty two (52), fifty four (54), fifty six (56), fifty eight (58), in block ten in West Lawrence, and Tradition to the City of Lawrence.

with ~~all~~ the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jane Williams and Milton Williams 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 and twenty five (\$25) dollars

according to the terms of one certain Promissory note this day executed and delivered by the said parties of the first part payable to the said party of the second part: in payments of five dollars a month until said promissory note is paid in full with interest at six per cent per annum from date.

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 surplus, 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

Witness to mark  
Robert Reedy  
STATE OF KANSAS  
County of Douglas } SS.

Jane Williams (SEAL.)  
Milton Williams (SEAL.)  
mark (SEAL.)  
(SEAL.)

Be it Remembered, That on this 13<sup>th</sup> day of Sept, A. D. 1900, before me, Francis M. McHale, a Notary Public in and for said county, and State, came Jane Williams and Milton Williams, husband and 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Feb 19<sup>th</sup> 1902 Francis M. McHale Notary Public.  
Recorded Sept 15 A. D. 1900, at 3<sup>30</sup> o'clock P. M.

Francis M. McHale  
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 13<sup>th</sup> day of January 1903  
Lewis Reedy

Attest  
W. H. McHale  
Register of Deeds

