

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of October in the year of our Lord one thousand eight hundred and ninety three between John H. Scott and Alice A. Scott his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Miss M. A. Anderson of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of one hundred DOLLARS, to them duly paid, the receipt of the second part us 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

lots No 44 and 45 on Bridge Street in Block No 121 situated in that part of the City of Lawrence known formerly as North Lawrence in Douglas County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said John H. Scott & Alice A. Scott his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 payable one year after date with 8 per cent interest, interest to be paid semiannually according to the terms of one certain note of one hundred dollars this day executed and delivered by the said John H. Scott and Alice A. Scott his wife to the said party of the second part: Miss M. A. Anderson.

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 y of the second part his 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 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 party making such sale on demand to the said to said party of the first part them heirs and assigns.

In Witness Whereof, The said part us of the first part, have hereunto set their hands and seal the day and year first above written

Signed and delivered in presence of
A. Keiser John H. Scott (SEAL)
W. J. Cross Alice A. Scott (SEAL)
 STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 3 day of October, A. D. 1903, before me, Daniel W. Shaw a Notary Public in and for said county and State, came John H. Scott and Alice A. Scott his wife to me personally known to be the same person s 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 May 31, 1903 Daniel W. Shaw Notary Public.
 Recorded Oct 3 A. D. 1903 at 3:10 o'clock P. M.

D. W. Shaw
 Register of Deeds.

The following is endorsed on the original instrument:
 This note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. As witness my hand this first day of October A. D. 1901 -
M. A. Anderson

Recorded Oct 1st 1901 -
D. W. Shaw
 Register of Deeds -
 City of Lawrence, Kan.