

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of November in the year of our Lord one-thousand-eight-hundred-and-ninety ninety between Mary C. Powell, widow, formerly of Lawrence, Kansas of Kansas City in the County of Jackson and State of Missouri of the first part, and C. Hutchison of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three 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 part 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 and seventy-five (175), on Tennessee street in the City of Lawrence in said county and state.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mary C. Powell 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 except a balance of \$500. still unpaid on Mts of 21 July 1891 to H. C. Bowman also a mtg of \$300 made 24 Aug. 1900, to Hugh Blair also a certain other mtg. for \$200 to said Blair made 22 Sept. 1900, all of which are still owing & unpaid & this mtg is taken subject thereto. This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars

according to the terms of One certain Promissory note this day executed and delivered by the said Mary C. Powell to the said part of the second part: Payable on 1st July 1901 with interest at 7% 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 part 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 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 of making such sale on demand to the said Mary C. Powell, her, heirs and assigns.

In Witness Whereof, The said part 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 Mary C. Powell (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF Missouri KANSAS, } SS.
County of Jackson County

Be it Remembered, That on this 22nd day of Nov., A. D. 1892, before me, _____, a Notary Public in and for said county and State, came Mary C. Powell, widow 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. 10th 1902 Grundy Young Notary Public.
Recorded Nov. 24th A. D. 1902, at 11⁵⁰ o'clock A. M.

H. D. Soriman
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 thereby created discharged. Testimony
 my hand this 22nd day of July A.D. 1901
 C. Hutchison
 Attest: Hugh Blair
 Recorded July 5-1901
H. D. Soriman
 Register of Deeds
 By Ellen B. Soriman Deputy