

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of December in the year of our Lord one thousand eight hundred and ninety Nine hundred between Wm. J. Cox and Mary Ann Cox man and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John D. Kilworth of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Fifty and no/100 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 part of 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 numbers Fifty (50), Fifty one (51), and Fifty two (52), in Addition two & to the City of Lawrence, known as North Lawrence Douglas County Ranch

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 Fifty Dollars

according to the terms of one certain promissory note this day executed and delivered by the said William J. and Mary Ann Cox to the said part of of the second part:

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 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 part of 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 parties 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

John R. Ice, Witness mark

Wm J Cox (SEAL.)

Mary Ann Cox (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 5th day of December, A. D. 1890, before me, L. H. Cores, a Notary Public in and for said county and State, came Wm J Cox and Mary Ann Cox man 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 16th 1901 L. H. Cores Notary Public.

Recorded Dec. 7 A. D. 1890, at 1¹⁵ o'clock P.M.

A. H. Bowman
Register of Deeds.

It is certified that the within mortgage was duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 7th day of December, 1890, and the same was duly acknowledged by the parties thereto.

Attest: Alice B. Bowman,
Deputy Register of Deeds