

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of January, in the year of our Lord one thousand eight hundred and ninety One, between Roy C. Bulis and Minnie C. Bulis, his wife, of Douglas, in the County of Douglas, and State of Kansas, of the first part, and Mary G. Bristol and Sarah F. Bristol of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of One hundred 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 parties of the second part their 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 No. fifty four (54) on New Jersey Street, in the City of Lawrence; and the said parties of the first part hereby agree that they will maintain insurance to the amount of \$400 on the building now or to be erected on said lot during the existence of this mortgage for the benefit of the parties of the second part, their heirs or assigns

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said second party his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars,

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said parties of the second part: due in two years from date, with interest from date to maturity at the rate of six percent per annum until fully paid in each day's principal due above described property together with interest thereon. 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 parties of the second part their 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 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 of the first part 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*

Roy C. Bulis

(SEAL.)

Minnie C. Bulis

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas County } SS.



Be it Remembered, That on this 2<sup>nd</sup> day of January, A. D. 1891, before me, a Notary Public in and for said county and State, came Roy C. Bulis and Minnie C. Bulis, his 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 Nov. 4 1891 James J. Brooks  
Recorded Jan. 19<sup>th</sup> A. D. 1891, at 2<sup>nd</sup> o'clock P. M.

*James J. Brooks*  
Notary Public  
*Register of Deeds*