

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of January in the year of our Lord one thousand eight hundred and ninety one between Robert Jackson and Martha Jackson, his wife, of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary C. Bristol and Sarah F. Bristol of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixty 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. One (1) in Block No. Four (4), in Smith's Sub-division of portions of Addition Six (6) and seven (7), in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 said parties of the second part, their 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 Sixty 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 as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash by Sheriff's deed. 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 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 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 marks
Antonette Brown
James Brooks

STATE OF KANSAS,

County of Douglas County } SS.

Robert Jackson (SEAL.)
Martha Jackson (SEAL.)
Mark (SEAL.)
(SEAL.)

Be it Remembered, That on this 28th day of January, A. D. 1891, before me, a Notary Public in and for said county and State, came Robert Jackson and Martha Jackson, 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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 4, 1901

Recorded Jan. 28 A. D. 1891, at 4⁰⁵ o'clock P. M.

James Brooks
Notary Public.

G. D. Doxman
Register of Deeds.