

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty sixth day of February in the year of our Lord one thousand eight hundred and ninety one between John W. Ross and Mary Ellen Ross, his wife, of Lawrence in the County of Douglas and State of Kansas of the first part, and Wainwright Cushing of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 party 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: lots Nos. Sixty six (66), Sixty seven (67), Sixty eight (68) and Sixty nine (69) in Addition No Six (6) in that part of the City of Lawrence formerly known as North Lawrence, being the homestead of the said parties of the first part, who agree to maintain insurance to the amount of \$300 on the buildings now on or to be erected on said lots during the existence of this mortgage for the benefit of the party of the second part, his 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 said second party, his heirs or assigns forever against all persons lawfully claiming the same.

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 Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part:

Due in five years from date, with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid. 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 party 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 party of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, and the overplus, if any there be, shall be paid by the party of the first part if making such sale on demand to the said parties of the first part heirs 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

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 26<sup>th</sup> day of February, A. D. 1891, before me, William T. Sinclair a Notary Public in and for said county and State, came John W. Ross and Mary Ellen Ross, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires December 13 1894 Wm. T. Sinclair Notary Public.  
Recorded Feb 28 A. D. 1891, at 10<sup>42</sup> o'clock A.M.

W. H. Foxman  
Register of Deeds.