

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this First day of March in the year of our Lord ~~one thousand eight hundred and ninety~~ one thousand eight hundred and ninety between J. W. Arthur and Mary J. Arthur (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and J. G. Newlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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: That portion of the north west quarter (4) of section No. Two (2) in Township No. Twelve (12) South of Range No. Three (3) East of the 6" P. M. lying east of the Kansas River in Douglas County Kansas.

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

This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred Dollars according to the terms of one certain Note and ten coupons this day executed and delivered by the said his heirs or assigns to the said party 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 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the second part his 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, } SS.
County of Douglas County

Be it Remembered, That on this 2nd day of March, A. D. 1901, before me, J. W. Arthur and Mary J. Arthur a Notary Public in and for said county and State, came J. W. Arthur and Mary J. Arthur 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 April 13 1903
Recorded March 13 A. D. 1901, at 2 o'clock P. M.

J. G. Newlin
Notary Public.
G. J. Doorman
Register of Deeds.

For Release see Book 83 page 478
For Affidavit see Book 140 page 341