

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety One between Effie Scott Franklin and Edward C. Franklin her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Anna P. Rugh of Aurora in the State of New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 the second part her 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: The west one half of the following described parcel of land beg. commencing at the south west corner of Quincy and Ohio Streets in the City of Lawrence, running thence west along the south side of said Quincy Street two hundred and fifty (250) feet, thence south seventy five (75) feet, thence east in a line parallel with Quincy Street two hundred and fifty (250) feet to the west side of Ohio Street, thence north along the west side of Ohio Street seventy five (75) feet to the beginning being seventy five (75) feet from west corner of said Quincy Street and one hundred and twenty five (125) feet along Quincy Street and thence east corner of said Ohio Street, in the City of Lawrence, 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Said first parties agree to maintain insurance on said premises for benefit of said second party to the amount of two thousand dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand dollars

according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said part of the second part: payable in monthly installments on the first day of each and every month

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 the second part her 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 her 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 Res. Stamp 50¢

Effie Scott Franklin (SEAL.)
E. C. Franklin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 9th day of March, A. D. 1891, before me, Joseph E. Rigg a Notary Public in and for said county and State, came Effie Scott Franklin and Edward C. Franklin her husband 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 March 29, 1901
Recorded March 9 A. D. 1901, at 9²⁰ o'clock A.M.

Joseph E. Rigg
Notary Public.
H. D. Foxman
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full
this mortgage is hereby released and the lien thereby
created discharged.
Recorded April 28th 1904.
At witness my hand this 27th day of April A.D. 1904.
Anna P. Rugh.

Register of Deeds

