

On the Original Instrument is the following Indorsement:

Jan 6th 1888
all the within amount is paid in full and satisfied.

Helen Wynne

Alice Wynne

J. R. Rand, Trustee Ex. J. & S. Wynne

C. A. Sanson, Witness.

This Indenture made this sixth day of April in the year of our Lord one thousand eight hundred and eighty seven between Wolf Bergman and Fanny Bergman his wife of Lawrence in the county of Douglas and State of Kansas of the first part and Helen Wynne and Alice Wynne of the second part Witnesseth, that the said parties of the first part in consideration of the sum of Two Thousand Five 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: The north half of Lot No. thirty (30) on Massachusetts Street in the city of Lawrence, in said county and State according to the plat of said city with all the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said Wolf Bergman does hereby covenant and agree, that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances. This grant is intended as a mortgage to secure the payment of the sum of two thousand five hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Wolf Bergman to the said parties of the second part, due and payable on the first day of January A. D. 1888 with interest thereon from date until paid at seven per cent per annum, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof, or interest thereon or the taxes, or of 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 & assigns at any time thereafter to sell the premises hereby granted, or any part thereof in the manner provided by law, appraisement hereby waived or not at the option of the parties of the second part, their 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 of making such sale, and the surplus, if any there be shall be paid by the parties making such sale, on demand, to the said Wolf Bergman his heirs and assigns.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

Sealed and delivered in

presence of

State of Kansas

County of Douglas

Wolf Bergman

Fanny Bergman

Seal

Seal

Be it remembered, that on this sixth day of