

This Indenture, Made this 19th day of July in the year of our Lord one thousand eight hundred and eighty eight, between Frances L. Carruth and Wm H. Carruth her husband of Lawrence in the County of Douglas and State of Kansas, of the first part and C. E. Young of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and fifty \$500 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, 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: To wit: Two hundred and forty two (242) Two hundred and forty four (244) Two hundred and forty six (246) and Two hundred and forty eight (248) Louisiana 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 encumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty \$500 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Frances L. and Wm H. Carruth to the said party of the second part: payable Three years from date at the National Bank of Lawrence Kansas and this conveyance shall be void if such payment to 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 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, a appraisalment hereby waived or not at the option of the party 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 cost and charges of making such sale, and the overplus if any

The foregoing is correct as original instrument
in consideration of full payment of the within mortgage
I hereby release the same this
4th day of August, 1892.

Recorded Aug. 11, 1892 at 11 o'clock AM. James Brown, W. Register of Deeds

W. Carruth & Wm H. Carruth
C. E. Young
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