

The following is indorsed on the original instrument -
 See consideration of full payment of the debt in mortgage.
 I hereby release the same this April 25th 1891

Carrie Marks
 A Marks apt for collection

Recorded April 25th 1891

This Indenture, Made this 14th day of August in the year of our Lord one thousand eight hundred and eighty eight, between Franklin Imelcer and ^{Annie} Imelcer his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Carrie Marks of the second part.

Witnesseth that the said party of the first part, in consideration of the sum of One hundred ⁰⁰ Dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Lot number seventy six (76) Kentucky Street in the City of Lawrence less the South four (4) feet with all the appurtenances, and all the estate, title & interest of the said parties of the first part therein. And the said Franklin Imelcer 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 except a Mortgage for 1000 payable on or before 5 years from August 14, 1888. This grant is intended as a Mortgage to secure the payment of the sum of One hundred ⁰⁰ Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Franklin and Annie Imelcer to the said party of the second part, payable One year from date at the National Bank of Lawrence Kas 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 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 party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sale, 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 there be, shall be paid by the party making such sale, on demand, to the said Franklin Imelcer his heirs and assigns.

In Witness Whereof The said parties of the first part, have hereunto set their hands and seals to the day and year first above written.

Franklin Imelcer
 Annie Imelcer

Carrie Marks
 (Seal)