

This Indenture, Made this 24 day of December in the year of our Lord one thousand eight hundred and eighty eight between Olde Wernersen of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. C. H. Smith of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty DOLLARS, to him 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 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 Three (3) Block Four (4) in Block Eight (8) Lane Blue addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Olde Wernersen 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 incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Olde Wernersen to the said party of the second part: payable 60 days from date at the National Bank of Lawrence, Kansas with interest at the rate of nine per cent per annum payable annually

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 sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Olde Wernersen heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Olde Wernersen (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 24 day of December, A. D. 1888, before me, Alfred Whitman, a Notary Public in and for said County and State, came Olde Wernersen 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 January 19 1891.

Alfred Whitman

Notary Public.

Recorded Dec 26 A. D. 1888, at 11:13 o'clock A. M.

James Brooks

Register of Deeds.

The following is a copy of the original instrument. The W. H. Wernersen described having been paid in full. This Mortgage is hereby released, and the same hereby created, discharged, and the debt is hereby paid. Witness my hand and the Seal of my Office, this 24th day of December, 1888. Alfred Whitman, Notary Public, recorded August 7, 1890 of Record Book of Douglas County, Kansas.

(For Release see Book of Page 564)