

This Indenture, Made this seventh day of February in the year of our Lord one thousand eight hundred and eighty nine between Henry T. Schaum and Liche O. Schaum husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Luna M. Bigelow of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Three 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 part y 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 numbered One hundred Thirty Eight 638 and One hundred Forty 640 on Ohio Street in the City of Lawrence according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Henry T. Schaum do and 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 Thirty Three Hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Henry T. Schaum to the said part y of the second part: payable five years after date with interest from date at the rate of five percent per annum payable semi-annually according to the coupons attached to said note all payable at the National Bank of Lawrence Kansas 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 y 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 y 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 surplus, if any there be, shall be paid by the part y making such sale on demand to the said Henry T. Schaum heirs and assigns.

In Witness Whereof, The said part is of the first part, ha, whereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

L. A. Banks

Henry T. Schaum (SEAL.)

Liche O. Schaum (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 23^d day of February, A. D. 1889, before me, L. A. Banks, a Notary Public in and for said County and State, came Henry T. Schaum and Liche O. Schaum husband and wife to me personally known to be the same person s, 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 Dec 12 - 1893.

L. A. Banks

Notary Public.

Recorded Feb - 23 - A. D. 1889, at 11 o'clock A. M.

James Broese
Register of Deeds.

(For Release See Bl. 445-327)

This document is intended to be used on the original instrument. The note herein described, having been paid in full, this mortgage is hereby released and the same is hereby created discharged. A witness my hand and seal this 23^d day of Feb. 1889. J. T. Feltz, Blank Book Manufacturer, Lawrence, Kan.