

This Indenture, Made this 18th day of November in the year of our Lord one thousand eight hundred and eighty nine between
Walter H. Burn and Jennette P. Burn his wife
 of Lawrence in the County of Douglas and State of Kansas
 of the first part, and Jacob H. Burn
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and thirty three ³³/₁₀₀ 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 his 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 Twenty (20) in Block number Eight Hundred and First Addition to 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 incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of one certain promissory note this day executed and delivered by the said Walter H. Burn and Jennette P. Burn to the said party of the second part: payable five years from date at The Lawrence National Bank of Lawrence Kas with interest at the rate of Eight (8) percent 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 his 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 his 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 Walter H. Burn 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.

Signed and delivered in presence of

Walter H. Burn (SEAL.)

Jennette P. Burn (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas

} ss.

Be it Remembered, That on this 18th day of November, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Walter H. Burn and Jennette P. Burn his wife 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 Nov 21 A. D. 1889, at 10³⁰ o'clock A. M.

Jessie Brooks Register of Deeds.

The following is recorded in the original instrument
 The State hereby described having been paid in full this mortgage is hereby
 released and the title thereto is hereby cancelled and discharged. As Witness my hand
 at Lawrence, Kansas, this 21st day of November, 1889.
 J. H. Burn



144 pages, Release
 See Book 24, Page 149