

MORTGAGE RECORD

P. T. Voss, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this twenty second day of January in the year of our Lord one thousand eight hundred and eighty ninety between the Trustees of Lawrence Lodge No. 4 I. O. O. F. Town of St. F. Schneider, Wm R. Carter, Stanley Dearned of Lawrence in the County of Douglas and State of Kansas of the first part, and August Pochler of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty five hundred \$3500.00 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 forty five 45 Vermont Street in the of Lawrence Douglas County Kansas according to the survey plat and map of said City

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Trustees of said Lodge party of the first part do hereby covenant and agree that at the delivery hereof and 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 and said Trustees will warrant & defend the same against the lawful claims of all parties whomsoever

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred dollars in five years from the date hereof with int. at 7 percent according to the terms of one certain promissory note this day executed and delivered by the said Trustees above named to the said party of the second part:

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, appraisalment 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 Trustees or to their successors or 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

St. F. Schneider (SEAL.)
W. R. Carter (SEAL.)
St. F. Dearned (SEAL.)
Trustees etc. (SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 23 day of January, A. D. 1892, before me, Chas Chadwick, a Notary Public in and for said County and State, came St. F. Schneider, Wm R. Carter, Stanley Dearned, Trustees of Lawrence Lodge No. 4 I. O. O. F. to me personally known to be the same persons 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 Sept 6 1891. Chas Chadwick Notary Public.
Recorded Jan 23 A. D. 1892, at 3 o'clock P. M. Douglas County Mo.

James Brooke Reg. later of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 24th day of April 1892. Respectfully, accounting for August Pochler.

Wm R. Bowman
Register of Deeds

