

This Indenture, Made this 6<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and eighty ninty between Oliver Wernsen and Maggie Wernsen his wife 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 part 1<sup>st</sup> 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 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: lots numbered three (3) and four (4) in Block Eight (8) in the place in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Three hundred Dollars

according to the terms of an certain promissory note this day executed and delivered by the said Oliver and Maggie Wernsen to the said party of the second part her payable three years from date at the Lawrence National Bank of Lawrence Kansas with interest at the rate of eight per cent for annum payable semi 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 Oliver Wernsen 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

Alfred Whitman

Oliver Wernsen (SEAL.)

Maggie Wernsen (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 7<sup>th</sup> day of August, A. D. 18 90, before me, Alfred Whitman, a Notary Public in and for said County and State, came Oliver Wernsen and Maggie Wernsen his wife to me personally

known to be the same person<sup>s</sup> 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 17 18 91.

Alfred Whitman

Notary Public.

Recorded Aug 7 A. D. 18 90, at 4 o'clock P. M.

James Brooks Register of Deeds.

The following is referred to in the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the title thereby created discharged. It is hereby agreed that the title to the land described in the foregoing is hereby released and the title thereby created discharged. It is hereby agreed that the title to the land described in the foregoing is hereby released and the title thereby created discharged.

Recorded September 10, 1890, at Lawrence, Mo. by J. H. Smith

The following is referred to in the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the title thereby created discharged. It is hereby agreed that the title to the land described in the foregoing is hereby released and the title thereby created discharged.

In consideration of full payment of the within mortgage