

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Tenth day of November in the year of our Lord one thousand eight hundred and ninety two between H. A. Rohe and Julia A. Rohe his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel D. Shepherd of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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: The west half (1/2) of Block Twenty Six (26) in West Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. A. Rohe and Julia A. Rohe do hereby covenant and agree, at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible state 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 and fifty Dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said H. A. Rohe and Julia A. Rohe to the said party of the second part: The parties of the first part to keep the said premises insured in favor of Mortgage in the sum of Three hundred Dollars

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 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 heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

H. A. Rohe

(SEAL.)

Julia A. Rohe

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 15 day of Nov, A. D. 1890, before me a Notary Public in and for said County and State, came H. A. Rohe and Julia A. Rohe 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 April - 25 - 1891

John M. Newlin

Notary Public.

Recorded Nov - 17 - A. D. 1890, at 4 o'clock P. M.

James Brooke

Register of Deeds

The following is endorsed on the original instrument
The notes herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created is discharged
As witness my hand this 27 day of September, A. D. 1893
at Lawrence, Kan.
Samuel D. Shepherd
Notary Public
Recorded October 3rd 1893
John M. Newlin