

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of March in the year of our Lord one thousand eight hundred and Ninety One between George W. White + Mary White husband + wife in their own right of the 1st of Wakarusa in the County of Douglas and State of Kansas of the first part, and Adolf Rau of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven 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 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: Lots Numbers Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) in Block number Eight (8) of Babcock's Addition to the City of Lawrence. Also Lots numbers One hundred and sixty (160), One hundred and sixty-two (162), One hundred and sixty-four (164) and One hundred and sixty-six (166) on Mill Street in Block number Twelve (12) in that part of the City of Lawrence known as North Lawrence, all in 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 Parties of the First Part do hereby covenant and agree at the delivery hereof they are 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 Eleven Hundred Dollars according to the terms of One certain Promissory Note dated July 1888 this day executed and delivered by the said Parties of the First Part 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, 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 Parties of the First Part their 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

George W. White (SEAL.)
Mary White (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this March day of March, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came George W. White + Mary White husband + wife 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 Decr 1893 Hugh Blair Notary Public.
Recorded April 7 A. D. 1891, at 5 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
The note secured by this mortgage having been paid and satisfied in full, therefore this mortgage is discharged of record this 30th of Dec 1891
Adolf Rau
by Edward A. Marshall
his Attorney in fact

Recorded December 30th 1891
James Brooks
Register of Deeds

