

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 29th day of July in the year of our Lord one thousand eight hundred and ninety one between Mary E. Christian and her husband J. W. Christian of Clinton in the County of Douglas and State of Kansas of the first part, and P. O. Raudebaugh of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) in Block Thirty eight (38) in the Town of Clinton as shown in plan in the office of the Register of Deeds in Lawrence said County. The parties of the first part hereto reserves the privilege to pay any one or all of the notes by this mortgage secured at any time.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary E. Christian do hereby covenant and agree at the delivery hereof she the lawful owner 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 Twelve hundred Dollars according to the terms of four certain Promissory notes this day executed and delivered by the said Mary E. Christian and J. W. Christian to the said party of the second part: One for \$400 due Dec 1st 1891, one for \$300 due June 1st 1892 one for \$300 due Dec 1st 1892 and one for \$200 due March 1st 1893 all drawing interest at the rate of 10% per annum from date

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 Mary E. Christian heirs and assigns.

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

Signed and delivered in presence of

Mary E. Christian (SEAL.)
J. W. Christian (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29 day of July, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came Mary E. Christian and J. W. Christian 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 1893 James Brooks Notary Public.
Recorded July 31 A. D. 1891, at 8 o'clock A. M.

James Brooks Register of Deeds

The following is indorsed on 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 20 day of August A.D. 1892.
J. W. Brooks
Recorded Sept 2. 1892 at 11:55 o'clock A.M. James Brooks Register of Deeds
J. W. Carman Deputy

