

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 5 day of August in the year of our Lord one thousand eight hundred and Ninety one between Ole Wernsen and Maggie Wernsen his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Bernard Haas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Lot No One hundred and forty four (144) on New Jersey Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grantors do hereby covenant and agree, ^{that} at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Except a Mortgage of \$100.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Ole Wernsen and Maggie Wernsen 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 Ole Wernsen his heirs and assigns.

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

Signed and delivered in presence of

L. D. SteeleOle Wernsen

(SEAL.)

Maggie Wernsen

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5 day of August, A. D. 1891, before me L. D. Steele, a Notary Public in and for said County and State, came Ole Wernsen and Maggie Wernsen his 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 June 18 1894L. D. Steele

Notary Public.

Recorded Aug 5 A. D. 1891, at 2⁴⁵ o'clock P M.James Brooks

Register of Deeds

The following is endorsed on the original instrument
April 28 1893. Received of Ole Wernsen the within named mortgage
the sum of One hundred dollars in full satisfaction of the within mortgage
Bernard Haas

Recorded April 28 1893
James Brooks
Register of Deeds

