

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 31st day of August in the year of our Lord one thousand eight hundred and ninety one between Martha A. Allendorph and C. W. Allendorph husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Helena Wheeler of the second part,

Witnesseth, That the said parties 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 six (6) and six (6) of Block number four-teen (14) in Babcocks Enlarged Addition to 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 Martha A. Allendorph and C. W. Allendorph 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 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 three years after date with interest payable annually at eight percent per annum according to the terms of One certain Promissory Note this day executed and delivered by the said Martha A. Allendorph and C. W. Allendorph 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 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 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 Martha A. Allendorph 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

Geo. A. BanksMartha A. Allendorph

(SEAL.)

C. W. Allendorph

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of September, A. D. 1891, before me Geo. A. Banks, a Notary Public in and for said County and State, came Martha A. Allendorph and C. W. Allendorph husband and wife to me personally known to be the same person 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 Dec-12-1892Geo. A. Banks

Notary Public.

Recorded Sept-1 A. D. 1891, at 2 o'clock P. M.James Brooks

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 hereby created discharged.
As witness my hand this 5th day of Feb., A.D. 1894
Helena A. Wheeler

Recorded February 10th 1894
James Brooks
Register of Deeds