

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of May in the year of our Lord one thousand eight hundred and ninety one between Henry D. Schaum and Lieber D. Schaum husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Anna M. Bigelow of Newport Rd. 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 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 One Hundred Thirty Eight (138) and One Hundred Forty (140) on Ohio 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 Henry D. Schaum and Lieber D. Schaum 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 state of inheritance therein free and clear of all incumbrances except a prior mortgage to said Anna M. Bigelow for \$3300

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars according to the terms of one certain note and six interest coupons this day executed and delivered by the said Henry D. Schaum and Lieber D. Schaum to the said 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 Henry D. Schaum and Lieber D. Schaum heirs and assigns.

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, appraisalment 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 Henry D. Schaum and Lieber D. Schaum heirs and assigns.

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

Signed and delivered in presence of

Geo. A. BanksHenry D. SchaumLieber D. Schaum

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 28th day of August, A. D. 1891, before me Geo. A. Banks, a Notary Public in and for said County and State, came Henry D. Schaum and Lieber D. Schaum husband and 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 Dec - 12 - 1892Geo. A. Banks

Notary Public.

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

Register of Deeds

For Release See Bk 44- (Pg. 391)