

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 8th day of March in the year of our Lord one thousand eight hundred and ninety-two between Frank B. Whipple and Sarah A. Whipple his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Emily P. Grover of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 Number Twenty one (21) and Lot No Twenty two (22) except Fifty feet (50 ft) by One Hundred and ten (110) feet in the West corner thereof, all in addition to the North Lawrence 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 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 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 Two Hundred & 00/100 Dollars According to the terms of One certain promissory note this day executed and delivered by the said Frank B. and Sarah A. Whipple to the said party of the second part: payable Three years (on or before) from date at The Lawrence Nat Bk of Lawrence Kas with in interest at the rate of Eight per cent per annum payable semi-annually

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 heirs 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 heirs 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 Frank B. Whipple & co heirs and assigns.

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

Signed and delivered in presence of

Frank B. Whipple (SEAL.)
Sarah A. Whipple (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8 day of March, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came Frank B. Whipple and Sarah A. Whipple 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 July 17 1895 Alfred Whitman Notary Public.
Recorded March 7 A. D. 1892, at 2 o'clock P M.

James Brooks Register of Deeds

This following is endorsed on Original Instrument
I hereby acknowledge full payment and satisfaction of the
within mortgage and order thereon and discharge of record
Lawrence, Kas. Dec. 20, 1897

Emily C. Grover

Recorded Dec. 21, 1897

By James Brooks Register of Deeds

