

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety two between Frank Trauger and Lida L. Trauger, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Ruby Sindsley, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Forty 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: Lot No. Eighty four 1/4 on Ohio Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part do hereby covenant and agree, at the delivery hereof, to be 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second part, her heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Forty hundred Dollars according to the terms of no certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in five years from date with interest from date until paid, at the rate of eight per cent per annum.

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 of the first part them making such sale on demand to the said parties of the first part them heirs and assigns.

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

Signed and delivered in presence of

Frank Trauger (SEAL.)  
Lida L. Trauger (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 5<sup>th</sup> day of April, A. D. 1892, before me L. H. Wright, a Notary Public in and for said County and State, came Frank Trauger and Lida L. Trauger, 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 April 21, 1895 L. H. Wright Notary Public.  
Recorded April 5 A. D. 1892, at 3 o'clock P M.

James Brooks  
Register of Deeds