

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of May in the year of our Lord one thousand eight hundred and ninety two between Anders Wilhelm Modine and Maria C. Modine his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Gustav Anderson, of Leavenworth County, Kansas, 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 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: lots Nos Twenty five (25) and Twenty seven (27) on Delaware Street, in the City of Lawrence, being 100 feet front on Delaware Street and 17 feet East and West, on Warren Street, first parties agree to maintain \$400 insurance for benefit of second party, during existence of this mortgage.

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 state 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 according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part his heirs and assigns, with interest from date until paid, at the rate of seven percent per annum, payable 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 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Witness to mark.

Wm. D. Sinclair

A. W. Modine

(SEAL.)

Maria C. Modine

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 19th day of May, A. D. 1892, before me Wm. D. Sinclair, a Notary Public in and for said County and State, came Anders Wilhelm Modine and Maria C. Modine, 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 Sept 13 1892

Wm. D. Sinclair

Notary Public.

Recorded May 19 A. D. 1892, at 10 o'clock A - M.

James B. Smith

Register of Deeds

For release see Book 34 Page 138.