

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety two between Henriette Schantz of Lawrence in the County of Douglas and State of Kansas of the first part, and August Liebsner of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Ninety DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 Six (6) and the North Half of Lot Seven (7) in Block Twelve (12) Lane Place in the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do hereby covenant and agree, at the delivery hereof, she is the lawful owner 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 Ninety Dollars according to the terms of Two certain Promissory Notes this day executed and delivered by the said Party of the first part to the said party of the second part: One Note for \$40.00 payable in one year and One Note for \$50.00 payable in three years with interest at the rate of 5% 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 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 Party of the first part heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Henriette Schantz (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25<sup>th</sup> day of May, A. D. 1892, before me James Brooks, a Notary Public in and for said County and State, came Henriette Schantz 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 Sept 6<sup>th</sup> 1893 James Brooks Notary Public.Recorded May 25 A. D. 1892, at 11 o'clock A M.James Brooks Register of Deeds

The following is indorsed on the original instrument:  
The note described having been paid in full. This mortgage is hereby released  
and the lien thereby created discharged  
as witness my hand this 7th day of Dec. A. D. 1894  
August Liebsner

Recorded December 7th 1894  
James Brooks  
(Seal of Notary)

