

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of January in the year of our Lord one thousand eight hundred and ninety two between C. P. Grosvenor and Bertha H. Grosvenor his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and The Board of Trustees of Ottawa University of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part and their successors in office 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 Ninety five (95) New Hampshire 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 C. P. Grosvenor do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Four hundred Dollars according to the terms of four certain notes this day executed and delivered by the said C. P. Grosvenor and Bertha H. Grosvenor to the said parties of the second part:

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 parties of the second part and their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the parties of the second part and their 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 parties 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 seal the day and year first above written.

Signed and delivered in presence of

C. P. Grosvenor (SEAL.)
Bertha H. Grosvenor (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 12 day of Feby, A. D. 1892, before me Frank H. Doane, a Notary Public in and for said County and State, came C. P. Grosvenor and Bertha H. Grosvenor 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 Oct 19th 1895 Frank H. Doane Notary Public.

Recorded May 27 A. D. 1892, at 5³⁰ o'clock P M.

James Brooks Register of Deeds

The foregoing was witnessed on the original instrument
The within Mortgage having been paid in full it is hereby released
on this the original instrument this 11 day of Jan. A. D. 1893
The Board of Trustees of Ottawa University
by President of the Board,
W. H. Grosvenor, Register of Deeds.

(For Rec. See Bk. 44 Pg. 620)

Recorded June 18th 1893.

(For Seal)

