

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of June in the year of our Lord one thousand eight hundred and ninety between Y. Grovenor and L. Maria Grovenor 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 Ottawa Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 their 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 Eight (98) on Massachusetts 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 Y. Grovenor do hereby covenant and agree, <sup>that</sup> at the delivery hereof he 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 Five hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Y. Grovenor to the said party 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 party of the second part 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, appraisement hereby waived or not at the option of the party of the second part 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 party making such sale on demand to the said Y. Grovenor his 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

Y. Grovenor (SEAL.)  
L. Maria Grovenor (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 2<sup>nd</sup> day of June, A. D. 1891, before me W. J. March a Notary Public in and for said County and State, came Y. Grovenor and L. Maria Grovenor 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 27 1893 W. J. March Notary Public.  
 Recorded May 27 A. D. 1892, at 5 o'clock 9 M.

James Brooks Register of Deeds

The following is endorsed on the original instrument  
 The said mortgage having been paid in full, it is hereby released  
 and the original instrument is this 11<sup>th</sup> day of June, A. D. 1898.  
The Board of Trustees of Ottawa University  
by President of the Board

(For Ref. See Blk. 44 Pg. 421)

For Ref. See Blk. 44 Pg. 421

Recorded June 13<sup>th</sup> 1898.

Our seal