

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and ninety two between Lena Kasold and Paul H. Kasold (Husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Ballie P. Fitzpatrick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 Thirty four (34) on Birchney Street in the City of Lawrence Douglas Co Kansas also Lot three (3) and South half (1/2) of Lot two (2) in Block Eleven (11) Lane Place Lawrence Douglas Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lena Kasold and Paul H. Kasold do hereby covenant and agree ^{that} at the delivery hereof they are 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

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred Dollars according to the terms of One certain Note & Six Coupons this day executed and delivered by the said Lena Kasold and Paul H. Kasold to the said party of the second part: her heirs or assigns

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, on any part thereof, in the manner prescribed by law, appraisal 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 making such sale on demand to the said Lena Kasold her 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

John M. Newlin

Lena Kasold (SEAL.)
Paul H. Kasold (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 1st day of July, A. D. 1892, before me John M. Newlin, a Notary Public in and for said County and State, came Lena Kasold and Paul H. Kasold 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 28 1895Recorded July 5 A. D. 1892, at 5 o'clock P. M.John M. Newlin

Notary Public.

James B. Burt
 Register of Deeds

See Mortgage Book 31 Page 10 for release of this mortgage.