

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 9th day of September in the year of our Lord one thousand eight hundred and ninety two between J. Rahskopf and Mary J. Rahskopf his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and The Merchants National Bank of Lawrence of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Ten thousand Dollars as herein set forth DOLLARS, to 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 ~~to them and 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 No One hundred and sixty nine (169) One hundred and seventy (170) and One hundred and seventy one (171) in Addition No two in North Lawrence

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 Ten thousand Dollars or so much thereof as may at any time or before September 9th 1897 be due from said Mortgagors or from according to the terms of certain this day executed and delivered by the said parties of the first part of the second part: the firm of Rahskopf and Sons, or either of them or that either of them may in any way be liable for either as principals or surety guarantors or otherwise to the said The Merchants National Bank of Lawrence the intent hereby being to secure present and future liabilities up to Sept 9. 1897 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 successors 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 party of the second part successors 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 Mortgagors 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

Joseph Rahskopf (SEAL.)
Mary Jane Rahskopf (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of September, A. D. 1892, before me D. L. Hford, a Notary Public in and for said County and State, came J. Rahskopf and Mary J. Rahskopf 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 April 9 1893 D. L. Hford Notary Public.
Recorded Sept 14 A. D. 1892, at 11 o'clock A. M. Douglas County Kan.

James Brock Register of Deeds

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged of all indebtedness my hand this first day of April A.D. 1893
Merchants Natl Bank - Lawrence Kan
by R. G. Jamison Cashier

Recorded April 14 1893
James Brock

