

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 30<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and  Ninety One between Frederick Balow and Therese Balow his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Albert Balow 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 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: Lot number one hundred and four west on Connecticut Street in the City of Lawrence, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frederick Balow and Therese Balow 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable five years after date to order of party of second part with interest at 6% from maturity payable semi-annually

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 the 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 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 seals the day and year first above written.

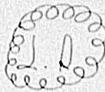
Signed and delivered in presence of

Hugh Blair

Fritz Below (SEAL.)  
Therese Below (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

**Be it Remembered**, That on this 30<sup>th</sup> day of November, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came Frederick Balow and Therese Balow 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 28<sup>th</sup> Dec 1893.  
 Recorded Oct 17 A. D. 1892, at 3<sup>45</sup> o'clock P. M.

Hugh Blair Notary Public.  
Jesse Brooks Register of Deeds.

*The following is inserted on the original instrument in consideration of full payment of the within mortgage I hereby release the same this 18 day of February 1897 Albert Balow*

*Recorded February 18<sup>th</sup> 1897 Jesse Brooks Register of Deeds*