

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 31 day of October in the year of our Lord one thousand eight hundred and ninety two between C. J. Eggert a single man of Lawrence in the County of Douglas and State of Kansas of the first part, and H. H. Duncan of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and three DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 No One Hundred and Eleven (111) on Pennsylvania 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 C. J. Eggert doth 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 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 Two hundred and three (\$203) Dollars according to the terms of One certain Note this day executed and delivered by the said C. J. Eggert to the said party of the second part: payable One year after date with interest at Eight per cent per annum.

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 C. J. Eggert heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written. C. J. Eggert (SEAL.)

Signed and delivered in presence of

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 1 day of November, A. D. 1892, before me L. D. Steele, a Notary Public in and for said County and State, came C. J. Eggert unmarried to me personally known to be the same person 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 June 18 1894 L. D. Steele Notary Public.  
Recorded Nov 1 A. D. 1892, at 4 o'clock P. M.

Register of Deeds.

The following is endorsed on the original instrument  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
27<sup>th</sup> day of June 1896  
H. H. Duncan

Recorded December 23<sup>rd</sup> 1896  
James Brooks  
Register of Deeds



James Brooks  
Register of Deeds