

This Indenture, Made this Twelfth day of September in the year of our Lord one thousand eight hundred and ninety three between Salina L. Gross and James Gross husband of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred sixty five 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 No Eight (8) in Block No Thirteen (13) James Second Addition to Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Salina L. Gross and James Gross 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 Excepting One Mortgage One hundred Dollars and Interest

This grant is intended as a Mortgage to secure the payment of the sum of \_\_\_\_\_ according to the terms of One certain Note this day executed and delivered by the said Salina L. Gross and James Gross to the said party of the second part: his 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 parties of the second part the 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 the 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 Salina L. Gross 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

Salina L. Gross  
James L. Gross

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 12 day of Sept, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came Salina L. Gross and James Gross

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 April 28 1895

Recorded Sept 12 A. D. 1893, at 4 o'clock P.M.

John M. Newlin

Notary Public.

James Brooks  
Register of Deeds.

The following is recorded on the Original Instrument  
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created is discharged.  
Attest my hand, this 14th day of Jan'y A. D. 1895  
E. J. Parker

Recorded Jan'y 14th 1895

G. J. Somers By J. H. Fisher

