

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety three between

Peter Lind a widower of Lawrence in the County of Douglas and State of Kansas of the first part, and Josephine E. Hutchings of Lawrence County of Douglas State of Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: The east two thirds (2/3) of the West one half (1/2) of the South one hundred and thirty three (133) feet of the South west quarter of Block three (13) in Earls Addition to the City of Lawrence, according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Peter Lind do 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 Five Hundred Dollars (\$500.00) according to the terms of Twenty five (25) certain promissory notes this day executed and delivered by the said Peter Lind to the said party of the second part: each for the sum of \$20.00 one falling due the first of each and every month hereafter beginning with December 1st 1893 and ending with December 1st 1895 each of said notes drawing 5% interest from this date, all payable at The National National Bank, Lawrence, Kansas 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, 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 her 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 Peter Lind his 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.

Signed and delivered in presence of

Peter Lind (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of November, A. D. 1893, before me N. C. Spangler, a Notary Public in and for said County and State, came Peter Lind a widower

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 August 15th 1894

Recorded: Nov 28 A. D. 1893, at 11:25 o'clock M.

N. C. Spangler

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 23rd day of December A.D. 1893.
Josephine E. Hutchings

Recorded December 26th 1893
James Brooks
Register of Deeds

