

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Ninth day of March in the year of our Lord one thousand eight hundred and ninety four between Joseph 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 part 1st of the first part in consideration of the sum of Three Thousand 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 successors 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 Seventy Nine 79 Eighty One 81 Eighty Three 83 and Eighty Five 85 on Pennsylvania Street in the city of 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 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 except one Mortgage for \$5000, on this and other property

This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars according to the terms of Two certain Promissory notes this day executed and delivered by the said J. Rahskopf & Sons to R. B. Jamison, Cashier of to the said party of the second part: each for \$1500, and due one in 60 days and the other in 90 days with 10% int from maturity; also this mortgage is made to secure any renewals or extensions of said notes or indebtedness that may be given to said J. Rahskopf & Sons, by said Bank. This is a part of the same debt included in prior mort. of \$10000 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, appraisement hereby waived or not at the option of the party of the second part successors, 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 seal the day and year first above written.

Signed and delivered in presence of

Joseph Rahskopf (SEAL.)
Mary J. Rahskopf (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of March, A. D. 1894, before me James B. Steele, a Notary Public in and for said County and State, came Joseph 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 June 13 1894 S. B. Steele Notary Public.
Recorded March 15 A. D. 1894, at 1³⁰ o'clock P. M.

James B. Steele
Register of Deeds.

This conveyance is enclosed on the original instrument
 The mortgage is described having been paid in full. This mortgage
 is hereby and the loan hereby created discharged
 As witness my hand this first day of April A.D. 1895
Recorded April 1st 1895
James B. Steele
Register of Deeds
by R. B. Jamison, Cashier

