

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 6th day of April in the year of our Lord one thousand eight hundred and ninety four between Vienna Sefer and Allen Sefer husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Thirty Two 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 Twelve (112) on New Hampshire 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 Vienna and Allen Sefer 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 a first Mortgage on said lot for \$400 to this mortgage

This grant is intended, as a Mortgage to secure the payment of the sum of One Hundred Thirty Two Dollars on or before three years from date with interest payable annually at eight per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Vienna and Allen Sefer to the said party of the second part:

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 Vienna Sefer her 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

A Sefer (SEAL.)Vienna Sefer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 6th day of April, A. D. 1894, before me Geo. H. Banks a Notary Public in and for said County and State, came Vienna Sefer and Allen Sefer her husband 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 Dec 1 1896Recorded April 6 A. D. 1894, at 4 o'clock P. M.Geo. H. Banks

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the full hereby created discharged
At witness my hand this 2 day of June A.D. 1894
Geo. H. Banks

Recorded June 2, 1894

James Brooks
Register of Deeds

(For assignment see Book 26 Page 547)