

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this first day of February in the year of our Lord one thousand eight hundred and ninety four between Louis Y. Busse and Fedora Busse his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Bernhard Klau of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 6 in Blk No 13 James 9th Addition to 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 Louis Y. Busse and Fedora Busse his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars (\$100.00) according to the terms of One certain Promissory Note this day executed and delivered by the said Louis Y. Busse 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 parties of the 1st part their heirs and assigns.

In Witness Whereof, The said parties of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

R. J. Strayton
Frank H. Doane

L. Y. Busse

(SEAL.)

Dora Busse

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 1st day of Feb, A. D. 1894, before me Frank H. Doane a Notary Public in and for said County and State, came L. Y. Busse and Dora Busse his wife 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 Oct - 19 - 1895 Frank H. Doane Notary Public.
Recorded July - 24 - A. D. 1894, at 11³⁰ o'clock - M.

James Brooks
Register of Deeds.

The following is endorsed 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. As witness my hand, this 26th
 day of December, A.D. 1900.
Bernhard Klau
 Attest: R. H. Menger
 Recorded - Nov - 28 - 1904 -
U. W. Armstrong
 Register of Deeds.