

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 18<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety four between R. J. Griffin and Mary C. Griffin his wife, Junius Underwood and Flora E. Underwood his wife of Laurie in the County of Douglas and State of Kansas of the first part, and The Hercules Ice Machine Company of Aurora Ill. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty two Hundred <sup>00</sup> 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 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 Two (2) on Vermont 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

This grant is intended as a Mortgage to secure the payment of the sum of Forty two Hundred <sup>00</sup> Dollars according to the terms of two certain Promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable \$100 August 5, 1895 and \$100 October 5, 1895 with interest at the rate of seven (7) per cent per annum. Interest and principal payable in New York or Chicago exchange

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 R. J. Griffin and Junius Underwood 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

R. J. Griffin (SEAL.)  
Mary C. Griffin (SEAL.)  
Junius Underwood (SEAL.)  
Flora E. Underwood (SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 18<sup>th</sup> day of August, A. D. 1894, before me Alfred Whitman, a Notary Public in and for said County and State, came R. J. Griffin & Mary C. Griffin his wife, Junius Underwood and Flora E. Underwood 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 July 17, 1895  
Recorded Aug 18 A. D. 1894, at 4<sup>50</sup> o'clock P. M.

Alfred Whitman Notary Public.  
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 discharged  
At witness my hand, this ninth day of March A. D. 1897  
The National Bank  
By Paul R. Brooks Cash.

Recorded March 9th 1897  
James Brooks  
Register of Deeds  
[For Assignment see Book 31 Page 272]