

LAWRENCE, KAN.

This Indenture, Made this 24 day of September in the year of our Lord one thousand eight hundred and ninety four between Nicholas Kuhn and Anna Kuhn of Laurie in the County of Douglas and State of Kansas of the first part, and Joseph Rau of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 of Lot Number Eighty Three (83) on New Hampshire Street in the City of Lawrence County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nicholas and Anna Kuhn 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 six hundred and fifty Dollars with seven per cent interest according to the terms of one certain promissory this day executed and delivered by the said Nicholas and Anna Kuhn to the said party of the second part: Joseph Rau

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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Nicholas and Anna Kuhn their heirs and assigns.

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

Signed and delivered in presence of

J. H. CooperNicholas Kuhn (SEAL.)A. Kuhn (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 24 day of September, A. D. 1894, before me, J. H. Cooper, a Notary Public in and for said County and State, came Nicholas Kuhn and Anna Kuhn

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 March 24 1897Recorded Sept 25 A. D. 1894 at 3 o'clock P. M.J. H. Cooper

Notary Public.

James Brooks

Register of Deeds.

The Mortgage herein recorded has been paid in full and the debt thereby secured and the said mortgage is hereby released and the lien hereby created discharged. As witness my hand this 26th day of April A. D. 1897

Joseph Rau by
C. C. Harsold his attorney in fact

James Brooks
Register of Deeds

