

This Indenture, Made this Eleventh day of December in the year of our Lord one thousand eight hundred and ninety four between Francis H. Burkhardt (widower) of Kansas in the County of Douglas and State of Kansas of the first part, and Nelly C. Patterson of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty eight Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents dolla grant, bargain, sell and mortgage to the said party of the second part her 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: All of lots sixty six (66) and sixty eight (68) on New Hampshire Street in the city of Lawrence, County of Douglas, State of Kansas Grantee that if default be made in payment of the interest or any part thereof for 90 days after due according to the terms of said notes, the whole sum of principal and interest shall become immediately due and may be foreclosed according to law.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Francis H. Burkhardt do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Twenty Eight Hundred Dollars according to the terms of three certain Notes this day executed and delivered by the said Francis H. Burkhardt to the said party of the second part: \$1000 on or before May 14, 1898. \$1000 on or before May 14, 1897. \$800 on or before May 14, 1896 all drawing interest at the rate of 6 per cent per annum payable semi-annually

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 her 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 her 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 Nelly C. Patterson her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Francis H. Burkhardt (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11 day of December, A. D. 1894, before me, J. I. Steele, a Notary Public in and for said County and State, came Francis H. Burkhardt

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 June 18 1898

Recorded Dec 17 A. D. 1894 at 3 o'clock P. M.

Notary Public.

Register of Deeds.

The following is indexed on the Original Instrument.
The note herein described having been paid in full mortgage is hereby released and the lien hereby created discharged.
As Witness my hand this 15 day of May A. D. 1897.
Attest: Hugh Blair
Recorded May 18, 1897.

Jesse Brooks
Deed Register of Deeds



James Brooks
Register of Deeds.