

This Indenture, Made this 15 day of Feb in the year of our Lord one thousand eight hundred and ninety five between Mary E. Arrasmith and Josiah Arrasmith her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and M. G. Bowersock of the second part.

Witnesseth, That the said part all of the first part in consideration of the sum of Four Hundred 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 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: Lot 47 and South 15 ft. of Lot 49 on west side of Bridge street in that part of Lawrence Kansas known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said M. E. and Josiah Arrasmith 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, and that they will warrant and defend the same against all claims whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said M. E. and Josiah Arrasmith to the said party of the second part; payable at office of J. D. Bowersock Lawrence Kansas as follows, to-wit: Four Hundred dollars on the 15 day of Feb 1898 with interest thereon.

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 M. E. Arrasmith heirs and assigns.

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

Signed and delivered in presence of

Mary E. Arrasmith (SEAL)
Josiah Arrasmith (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 15 day of February, A. D. 1895, before me, the undersigned, a Notary Public in and for the County and State, aforesaid, came Mary E. Arrasmith & Josiah Arrasmith husband & wife who are personally known to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public, Term expires Sept 11 1895
Recorded Feb 16 A. D. 1895, at 3 o'clock P. M. Douglas Co. Ks.

Chas Chadwick 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 thereon created discharged
At witness my hand this 5 day of August A.D. 1897
M. G. Bowersock

Recorded August 5th 1897
James Brooks
Register of Deeds

L. I.