

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety five between Rollie Crouch and Katie Crouch his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. M. Cockins of the second part,

**Witnesseth,** That the said part all of the first part in consideration of the sum of Seven Hundred and twenty five 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 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: Begin at intersection of West line of Mississippi Street (now 7<sup>th</sup> Addition to Lawrence) with North line of Section thirty, six (36) Township Twelve (12) of Range Nineteen (19) Thence West 1104 feet North 60° West 98 feet South 441 feet East 1132 feet North 330 feet to beginning.

with all the appurtenances, and all the estate, title and interest of the said part all 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 and this mortgage is given for part of the purchase money of said land

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred + twenty five dollars according to the terms of an certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable on or before three years from date with interest at seven % payable 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 therefor, 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 parties of the first part their heirs and assigns.

**In Witness Whereof,** The said part all of the first part, ha<sup>ve</sup> hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. H. McCarrell

Rollie Crouch  
Katie Crouch

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 28<sup>th</sup> day of February, A. D. 1895, before me, J. R. Bingle, a Notary Public in and for said County and State, came Rollie Crouch and Katie Crouch 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 Oct - 1<sup>st</sup> 1896  
Recorded March 2 A. D. 1895 at 5<sup>55</sup> o'clock A. M.

Notary Public.

James Brooks  
Register of Deeds.

The following is an endorsement on the foregoing instrument  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
As Witness my hand, this 13<sup>th</sup> day of June A.D. 1903.  
M. M. Cockins

Recorded June 19<sup>th</sup> A.D. 1903  
M. M. Cockins  
Register of Deeds  
By J. B. Lawrence  
Deputy