

This Indenture, Made this Eighteenth day of April in the year of our Lord one thousand eight hundred and ninety five between Cara F. Sterling and Wilson Sterling husband of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties 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 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 One Hundred and thirty four (134) on Kentucky Street in the City of Lawrence Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Cara F. Sterling and Wilson Sterling 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 Four Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Cara F. Sterling and Wilson Sterling to the said party of the second part his heirs or assigns

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 Cara F. Sterling 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

John M. Newlin

Cara F. Sterling (SEAL)
Wilson Sterling (SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 18 day of April, A. D. 1895, before me, John M. Newlin a Notary Public in and for said County and State, came Cara F. Sterling and Wilson Sterling 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 April 28 1896

Recorded April 19th A. D. 1895 at 10 o'clock P. M.

John M. Newlin Notary Public.

James Brooks Register of Deeds.

The following is returned on the original instrument
The state herein described having been paid in full this mortgage
is hereby released and the lien thereon, hereby discharged
Witness my hand and the Seal of the County of Douglas, Kansas
this 18th day of April 1895
J. M. Newlin
Notary Public

(Assigned to Book 31 Page 414)