

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of March in the year of our Lord one thousand eight hundred and ninety three between G. A. Gerson and Ida C. his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Eva Anderson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred 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 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: Lots Numbered Thirty One (31) Thirty Two (32) and Thirty Three (33) of Dolomons Subdivision of Block Nine (9) of Babcocks Addition to the City of Lawrence said lots embracing all of Lot Nine (9) in said Block Nine (9) Babcocks Addition

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said G. A. Gerson 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 Five Hundred Twenty Five Dollars, in one two three four five and six years or before, with annual interest at 8 per cent according to the terms of six certain promissory notes this day executed and delivered by the said G. A. Gerson to the said party of the second part: Said notes drawing interest from March 1, 1893

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 G. A. Gerson her heirs and assigns.

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

Signed and delivered in presence of

Geo. A. BanksG. A. Gerson

(SEAL)

Ida C. Gerson

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 7th day of March, A. D. 1893, before me, Geo. A. Banks, a Notary Public in and for said County and State, came G. A. Gerson and Ida C. Gerson husband and 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 Dec 2 - 1 - 1896Recorded April 7th A. D. 1895 at 9³⁰ o'clock A M.

Notary Public.

Geo. A. BanksJames Brooks
Register of Deeds.

The following is endorsed on original instrument:
 Received of G. A. Gerson the within named mortgage the sum of Five Hundred & Twenty five \$225 Dollars in full satisfaction of the within mortgage.
 Lawrence, Mo. Nov. 5, 1895
 Recorded Nov. 5, 1895 James Brooks Register of Deeds
 H. W. Carmon, Deputy