

This Indenture, Made this twelfth day of July in the year of our Lord one thousand eight hundred and ninety five between John M. Sechrist, Nita Sechrist, his wife and F. L. Sechrist and Viola Sechrist his wife of the first part, and Nellie J. Smith in the County of Jefferson and State of Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 No 188 eighty eight, on Rhode Island Street in the City of Lawrence, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John M. Sechrist, Nita Sechrist and F. L. Sechrist and Viola Sechrist 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 are the only surviving heirs of John L. Sechrist deceased

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: and the parties of the first part further agree to keep said premises insured in the sum of Five hundred Dollars or more for the benefit of the party of the second part in case of loss

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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

John M. Sechrist (SEAL.)
Nita Sechrist (SEAL.)
F. L. Sechrist (SEAL.)
Viola Sechrist (SEAL.)

STATE OF KANSAS, } ss.
County of Jefferson

Be it Remembered, That on this 15 day of July, A. D. 1895, before me, a Notary Public in and for said County and State, came John M. Sechrist, Nita Sechrist, F. L. Sechrist and Viola Sechrist 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 5 1895
Recorded July 16 A. D. 1895 at 12 o'clock M.

J. L. Raines 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 thereby created discharged.
As witness my hand this 13th day of December A.D. 1904.
Nellie J. Smith
by W. S. Clarke her Atty in fact
Recorded Dec 13th 1904.
Chas. C. Armstrong,
Register of Deeds.