

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this sixth day of August in the year of our Lord one thousand eight hundred and ninety first between Daniel N. Lawrence

of Kanawaka in the County of Douglas and State of Kansas of the first part, and Peter Eberhardt, Jr. of the second part,

Witnesseth, That the said part 1<sup>y</sup> of the first part in consideration of the sum of Eight Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he grant, bargain, sell and mortgage to the said part 1<sup>y</sup> 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: The North half (1/2) of the southeast quarter (1/4) of Section No. Twenty three (23), Township Twelve (12), Range No. Seventeen (17),

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>y</sup> of the first part therein. And the said Daniel N. Lawrence do hereby covenant and agree that at the delivery hereof he was 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 Eight Hundred Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Daniel N. Lawrence to the said part 1<sup>y</sup> of the second part:

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 part 1<sup>y</sup> 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 part 1<sup>y</sup> 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 part 1<sup>y</sup> making such sale on demand to the said Daniel N. Lawrence, or his heirs and assigns.

In Witness Whereof, The said part 1<sup>y</sup> of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

J. B. VincentD. N. Lawrence (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 6<sup>th</sup> day of August, A. D. 1891, before me, J. B. Vincent, Justice of the Peace, a Notary Public in and for said County and State, came Daniel N. Lawrence

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 189Recorded March 2, A. D. 1891, at 2:30 o'clock P. M.J. B. Vincent Justice of the Peace

James Brooks  
Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 18<sup>th</sup> day of April, 1891.

Attest: April 18-1900

Peter Eberhardt, Jr.  
Notary Public in and for Douglas County, Kansas.