

JOURNAL CO., LAWYER, KAN.

This Indenture, Made this 31<sup>st</sup> day of March in the year of our Lord one thousand eight hundred and ninety six between W. L. Houser and his wife Bertie B. Houser of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles P. Grossman of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of sixty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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 Number Six (6) in Block number Twenty one (21) in W. T. Sinclair's addition to the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said W. L. Houser do th 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 Except a mortgage of \$135<sup>00</sup> given to R. L. Johnston dated March 10<sup>th</sup> 1896

This grant is intended as a Mortgage to secure the payment of the sum of sixty five Dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said W. L. Houser and Bertie B. Houser to the said part y 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 1st 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 y 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 y making such sale on demand to the said W. L. Houser heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha th thereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

W. L. Houser (SEAL.)

Bertie B. Houser (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 31<sup>st</sup> day of March, A. D. 1896, before me, John M. Spencer, a Notary Public in and for said County and State, came W. L. Houser and Bertie B. Houser his wife 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 Sept - 15<sup>th</sup> 1896

Recorded May 11<sup>th</sup> A. D. 1896 at 10 o'clock P. M.

John M. Spencer

Notary Public.

James Brooks  
Register of Deeds.