

This Indenture, Made this 14th day of November in the year of our Lord one thousand eight hundred and ninety six between G. A. Graeber and Margaret Graeber his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and F. N. Perrine of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three Hundred and Fifty 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:

The North Fifty (50) feet of Lots numbers Two (2) and Eleven (11) in Block number Eight (8) of Babcocks Addition to the City of Lawrence, according to the Plat of said City on file in Registers Office.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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 Three Hundred and Fifty 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: due and payable according to the terms of said Note.

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 part of the second part 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 making such sale on demand to the said Parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

G. A. Graeber (SEAL)
Margaret Graeber (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 14th day of November, A. D. 1896, before me, Frank S. Pears, a Notary Public in and for said County and State, came G. A. Graeber and Margaret Graeber his 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 Nov 25th 1899 Frank S. Pears Notary Public.
Recorded Dec 5 A. D. 1896, at 2:53 o'clock P. M.

James Brooke
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 title thereby created discharged, witnesses my hand this 10th day of July A.D. 1911 -
F. N. Perrine

Recorded July 25th 1911 -
C. J. Spuman
Register of Deeds
By L. B. Spuman
Deputy