

This Indenture, Made this 13th day of January in the year of our Lord one thousand eight hundred and ninety seven between Collie Crouch and his wife Katie Crouch of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles P. Grosvenor of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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: Beginning at the intersection of the west line of Mississippi (James' addition to Lawrence) with the north line of section thirty six (36) Township Twelve (12) of Range Nine (9), thence west 110 feet, thence north 60° west 98 feet thence South 78 1/2 feet thence East 118 1/2 feet, thence north 330 feet to place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Collie Crouch and Katie Crouch 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 except a mortgage of seven hundred and seventy five dollars payable to W. W. Cockins dated March 1st 1895.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Collie Crouch and Katie Crouch to the said party 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 party 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 party 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 party making such sale on demand to the said Collie Crouch and Katie Crouch their heirs and assigns.

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

Signed and delivered in presence of

L. S. Steele

Collie Crouch

(SEAL.)

Katie Crouch

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 13 day of January, A. D. 1897, before me, L. S. Steele, a Notary Public in and for said County and State, came Collie Crouch and Katie Crouch 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 June 18 1898

L. S. Steele

Notary Public.

Recorded Jan 15 A. D. 1897, at 3¹² o'clock P. M.

James Brooke

Register of Deeds.

The following is indorsed 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 24th day of May A.D. 1904

Charles P. Grosvenor
adms Estate of Charles P. Grosvenor

Recorded Jan 26 1897
H. J. Lawrence
Reg of Deeds.