

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 24th day of February in the year of our Lord one thousand eight hundred and ninety seven between Fritz Below and Rose Below his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and W. C. Bigger of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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: Sol No One Hundred and four (104) Connecticut Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties 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 One Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Fritz and Rose Below to the said party of the second part: payable two years from date at the Lawrence Nat Bank of Lawrence, Kas, with interest at rate of 9 percent per annum

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 Fritz Below 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

Fritz Below (SEAL.)
Rose Below (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 24 day of February, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Fritz Below and Rose Below, 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 July 17, 1899 Alfred Whitman Notary Public.
Recorded February 26 A. D. 1897, at 2³⁵ o'clock P. M.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 28th day of December 1897

W. C. Bigger

James Brooks
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 28th day of December 1897