

This Indenture, Made this 25 day of February in the year of our Lord one thousand eight hundred and ninety seven between John D. Parrish and Zetta G. Parrish his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nial H. Osburn of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty five 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:

Lot Number Six (6) in Block Four (4) Lanes First Addition to City of Lawrence. This mortgage being given to secure the payment of a portion of the purchase money for said above described tract.

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 and twenty five Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said John D. and Zetta G. Parrish to the said party of the second part.

Payable on or before two years from date at the Lawrence National Bank with interest at the rate of Six (6) percent per annum payable annually.

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 John D. Parrish, his heirs and assigns.

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

Signed and delivered in presence of

John D. Parrish (SEAL.)
Mrs Zetta G. Parrish (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 27 day of February, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came John D. Parrish and Zetta G. Parrish, 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 January 17, 1897 Alfred Whitman Notary Public.
Recorded Febr 27 A. D. 1897, at 2:40 o'clock P-M.

James Brooks 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 24 day of July, A. D. 1897.
Alfred Whitman
Recorded July 25th 1897
James Brooks
Register of Deeds

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