

This Indenture, Made this 15 day of April in the year of our Lord one thousand eight hundred and ninety seven between Marshall A. Gorrell and Clara K. Gorrell his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary M. Young, Benjamin F. Hart and Devereaux Hart of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 parties of the second part them 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: Lots No. Thirty four (34), Thirty five (35) and Thirty six (36) in Solomon's Sub-division of Block No. Nine (9) of Babcock's Addition to the City of Lawrence. This mortgage is given to secure the payment of a portion of the purchase money for said above described premises

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 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 Two hundred and fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Marshall A. and Clara K. Gorrell to the said parties of the second part: payable three (3) years from date at the Lawrence National Bank of Lawrence, Kansas, with interest at the rate of six 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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said Marshall A. Gorrell 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

M. A. Gorrell (SEAL.)  
Clara K. Gorrell (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 18 day of May, A. D. 1897, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Marshall A. Gorrell and Clara K. Gorrell 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 Dec 1, 1900

Recorded May 19 A. D. 1897, at 11 o'clock A. M.

Notary Public

Register of Deeds

(For release see Book 37 Page 528)

L. B.

James Brooks  
Register of Deeds