

This Indenture, Made this 7 day of July in the year of our Lord one thousand eight hundred and ninety seven between Ol. Wernsen and Maggie Wernsen his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nerry Klaas & Barnard Klaas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred and Thirty 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 their 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 No. One Hundred and Forty Four (144) on New Jersey 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 Ol. Wernsen & Maggie Wernsen 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 Thirty Dollars according to the terms of On certain note this day executed and delivered by the said first parties to the said parties of the second part: Payable in two years interest at 5 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 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 Ol. Wernsen & 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

S. S. Steele

Ol. Wernsen (SEAL.)

Maggie Wernsen (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 7 day of July, A. D. 1897, before me, S. S. Steele, a Notary Public in and for said County and State, came Ol. Wernsen and Maggie Wernsen

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 S. S. Steele Notary Public.

Recorded July 7 A. D. 1897, at 11 o'clock A-M.

James Brooke Register of Deeds

The following is noticed on the original instrument
The note herein described having been paid in full this 9th day of
is hereby released and the lien thereby created is dissolved
As witness my hand this 22 day of June A.D. 1899.
Barnard Klaas
Nerry Klaas

Recorded June 23rd 1899. W. D. Bowman Register of Deeds