

This Indenture, Made this 24<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and ninety seven between Frank Sauer and Marietta Sauer, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. G. Henley of the second part.

**Witnesseth,** That the said parties of the first part in consideration of the sum of Three 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 her 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:

Sols Numbers One hundred and fifty six (156) and One hundred and fifty eight (158) both on Main Street in Block number fifty six (56) in that part of the City of Lawrence known as West Lawrence, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part 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 owner S. 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 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part her payable three years after date to order of party of second part at the Merchants National Bank Lawrence, Kansas with interest thereon according to the terms of said note and coupons thereto attached

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 her 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 her 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 parties of the first part, their 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

Jennie Watt

Frank Sauer (SEAL.)

Marietta Sauer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 27<sup>th</sup> day of July, A. D. 1897, before me, Jennie Watt, a Notary Public in and for said County and State, came Frank Sauer & Marietta Sauer, his wife

to me personally known to be the same person S. 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 30<sup>th</sup> Mch 1900

Recorded July 28 A. D. 1897, at 10 o'clock A. M.

Jennie Watt Notary Public.  
James Brooks Register of Deeds.

*The following is inclosed on the original instrument  
This note having been paid in full this Mortgage  
is hereby released and the said party of second part  
do hereby covenant and agree that at the delivery hereof  
they are the lawful owner of the premises above granted,  
as witness my hand this 31st day of July A. D. 1897,  
E. G. Henley*

*Recorded Aug 1st 1897  
H. B. Brown  
Register of Deeds*

*(5.1.9)*