

This Indenture, Made this Sixteenth day of November in the year of our Lord one thousand eight hundred and ninety seven between George Cross and Frances Cross, his wife of Laurie in the County of Douglas and State of Kansas of the first part, and John Cross, of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred (200) 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 No. fifty-four (54) Traquair Subdivision to that part of the City of Lawrence formerly known as North Lawrence, Kansas; (the said parties of the first part hereby agree and covenant to carry and keep up two hundred (200) Dollars fire insurance on said premises to insure to and for the benefit of the party of the second part and to be paid to him in case of loss)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo. Cross and Frances Cross, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner & 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 (200) Dollars according to the terms of Two certain Notes this day executed and delivered by the said Geo. Cross and Frances Cross, his wife to the said party of the second part: John Cross payable in one and two years respectively at the rate of Eight (8) per cent interest per annum payable annually from date, till paid, unpaid interest to become as principal 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 parties of the first part then heirs and assigns.

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

Signed and delivered in presence of

George Cross (SEAL.)
Frances Cross (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 17 day of November, A. D. 1897, before me, S. A. Steele, a Notary Public in and for said County and State, came George Cross and Frances Cross, 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 June 18, 1898
Recorded Nov. 17 A. D. 1897, at 2:50 o'clock P. M.

S. A. Steele Notary Public.
James Brooks Register of Deeds.

The following is endorsed 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 12th day of June A.D. 1899,
John Cross.

Recorded June 12th 1899. J. B. Morrow Register of Deeds.