

This Indenture, Made this Twentieth day of December in the year of our Lord one thousand eight hundred and ninety seven between Julius Gallas and Effie Gallas (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: Lot no. fifty three (53) Corner West in Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Julius Gallas and Effie Gallas 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 Six hundred Dollars

according to the terms of our certain note and six Coupons this day executed and delivered by the said Julius Gallas and Effie Gallas to the said part y of the second part: her heirs or assigns

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 part y 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 part y of the second part 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 part y making such sale on demand to the said Julius Gallas 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

Julius Gallas (SEAL.)
Effie Gallas (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 20th day of January, A. D. 1898, before me, _____, a Notary Public in and for said County and State, came Julius Gallas and Effie Gallas wife to me personally known to be the same person 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 April 28 1899.

Recorded January 14 A. D. 1898, at 4¹⁰ o'clock P.M. -

Notary Public.

W. H. Norman
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.
Attest: Martha B. Wallace
By Frank H. Snow her attorney in fact.

Recorded - July - 25th 1902 -
By W. H. Norman,
Register of Deeds.
By Willie B. Norman,
Deputy.

