

This Indenture, Made this 23<sup>d</sup> day of February in the year of our Lord one thousand eight hundred and ninety eight between John F. Grason and Verline Grason his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Helon J. Erickson of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One 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. Seven (7) in Block No. Seventeen (17) of Lane Place addition to the City of Lawrence, being the homestead of said parties of the first part, who hereby agree to maintain insurance to amount of \$300. on the buildings upon said lot. for benefit of second party her heirs or assigns

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 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party her heirs and assigns forever against all persons lawfully claiming or to claim the same

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: due in one year from date with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity or default at the rate of 10% per annum until fully paid, in cash or by check paid to said premises together with possession thereof 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 hands and seals the day and year first above written.

Signed and delivered in presence of

John F. Grason (SEAL.)  
Verline Grason (SEAL.)  
\_\_\_\_\_  
(SEAL.)  
\_\_\_\_\_  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 23<sup>d</sup> day of February, A. D. 1898, before me, L. A. Wight, a Notary Public in and for said County and State, came John F. Grason and Verline Grason 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 Nov. 20-1899 L. A. Wight Notary Public.  
Recorded February 24<sup>th</sup> A. D. 1898, at 8 o'clock A.M.

H. J. Erickson  
Register of Deeds.

The following is indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
At Witness my hand, this 5<sup>th</sup> day of July A. D. 1898

Helon J. Erickson

Recorded March 10<sup>th</sup> 1899

L. D. Salzman

Register of Deeds  
By H. J. Erickson  
deputy.