

This Indenture, Made this 23rd day of April in the year of our Lord one thousand eight hundred and ninety Eight between Mary C. Arrasmith and Josiah Arrasmith, her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Josephine Gaddie of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 Forty Seven (47) and the South Fifteen (15) feet of Lot No Forty Nine (49), both on Bridge Street in Block No two (2) in that part of the City of Lawrence formerly known as North Lawrence. Grantors hereby agree to maintain \$1000 insurance upon the buildings now on or to be erected on said lots for benefit of second party, her heirs or assigns during the continuance of this loan.

with ~~all~~ the appurtenances, and all the estate, title and interest of the said part its 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 Four 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 three years after date, with interest from date to maturity or default 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 Sheriff's deed to above described property, 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 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 part its of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Mary C. Arrasmith (SEAL.)
Josiah Arrasmith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 25th day of April A. D. 1898 before me, J. A. Night a Notary Public in and for said County and State, came Mary C. Arrasmith and Josiah Arrasmith, her husband 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
Recorded April 27 A. D. 1898, at 1¹⁰ o'clock P.M. J. A. Night Notary Public.

L. P. Bowman
Register of Deeds.

The following is enclosed on the original instrument
The note herein described having been paid in full
This mortgage is hereby Released And the same therefor
Created Discharged. All witness my hand this 27th day
of April, A. D. 1903.

Wm. J. Sinclair,
For Assignment Book 39 Page 372

Recorded March 11th 1903,
At Lawrence, Kan.
Register of Deeds

