

This Indenture, Made this Second day of May in the year of our Lord one thousand eight hundred and ninety Eight between Albert Becker and Lavona J. Becker his wife, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and J. P. Usher of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of Five 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 part 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: The South One Fourth (1/4) of Lot No. One hundred and Fifty Six (156) and Lot No. One hundred and Fifty Eight (158) on Ohio Street, in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said 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 Five Hundred Dollars

according to the terms of One certain Real Estate Mortgage note this day executed and delivered by the said Parties of the first part to the said part of the second part: Payable three years after date to order of party of second part 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 part 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 part 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 of the second part making such sale on demand to the said Parties of the first part their heirs and assigns. Privilege reserved to pay \$500 or any multiple thereof at time of any interest payment

In Witness Whereof, The said part 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

STATE OF KANSAS, } ss.  
County of Douglas

Albert Becker (SEAL.)  
Lavona J. Becker (SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 2<sup>nd</sup> day of May A. D. 1898, before me, Jennie Watt, a Notary Public in and for said County and State, came Albert Becker and Lavona J. Becker 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> March 1900

Recorded May 3<sup>rd</sup> A. D. 1898, at 4 o'clock P. M.

Jennie Watt (SEAL.)  
H. B. Bowman  
Register of Deeds.

The following is a copy of an original instrument  
The note herein described having been paid in full, the mortgage  
whereby secured and on her thereto indicated discharged  
witness my hand this 11<sup>th</sup> day of May 1901  
J. P. Usher  
Alfred C. B. Sharpe  
Register of Deeds

Recorded May 17<sup>th</sup> 1901  
H. B. Bowman  
Register of Deeds