

This Indenture, Made this 20<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and ninety eight between Franklin Halvick, and Christanna Halvick his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Elizabeth F. Colby 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 Number One Hundred and eighteen (118) on New Jersey Street Lawrence Kansas

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 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 Four 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 party 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 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 parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed, and delivered in presence of

Jimmie Matt

Franklin Halvick (SEAL.)

Christanna Halvick (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

**Be it Remembered,** That on this 20<sup>th</sup> day of June, A. D. 1898, before me, Jimmie Matt, a Notary Public in and for said County and State, came Franklin Halvick and Christanna Halvick 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 30<sup>th</sup> March, 1900

Recorded June 21<sup>st</sup> A. D. 1898, at 3<sup>30</sup> o'clock P. M.

Jimmie Matt  
Notary Public.

W. B. Adams  
Register of Deeds.

The following is witnessed on the original instrument  
The state herein described having been paid in full this mortgage  
is hereby released and the land hereby created discharging  
As Witness my hand this 20th day of June 1898  
Elizabeth F. Colby  
Attest  
Hugh Blair

Recorded April 3rd 1899

W. B. Adams  
Register of Deeds