

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and ninety seven between C. N. Allendorph, and Martha S. his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and A. S. Allendorph of Alma, Wabawnee Co. Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand 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 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 North half of Lot No- 103 on Massachusetts St. in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. N. Allendorph, and Martha S. his wife 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 except a first mortgage of \$500 made in favor of Mr. C. Chamberlain of New York City N.Y. dated Oct. 1st 1896

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand dollars with 7% semi-annual interest on the first day January, 1900 according to the terms of one certain Promissory note & coupons this day executed and delivered by the said C. N. Allendorph and Martha S. his wife to the said party of the second part: Said note is dated Jan. 1st 1897, and is due, and payable with 7% semi-annual interest, three years after date, or on January 1st 1900

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 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 party of the second part his 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 C. N. Allendorph and Martha S. his wife or their heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hand and seal the day and year first above written.

Signed, and delivered in presence of

Julia Clark

C. N. Allendorph (SEAL.)
Martha S. Allendorph (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 2nd day of June A. D. 1897, before me, John Charlton, a Notary Public in and for said County and State, came C. N. Allendorph, and Martha S. Allendorph his 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 Augt 26th 1900

Recorded July 5th A. D. 1897, at 3³⁰ o'clock P. M.

John Charlton
Notary Public.
W. B. Brown
Register of Deeds.