

This Indenture, Made this Twenty Eighth day of July in the year of our Lord one thousand eight hundred and ninety eight (1898) between John O. Selig and Hope M. Selig, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Adolf Rau of the second part.

**Witnesseth,** That the said parties of the first part in consideration of the sum of Fifteen 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 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: Lot No. One hundred and eighty one (181) on New Hampshire Street, in the City of Lawrence, being the homestead of said parties of the first part

with all the appurtenances, and all the estate, title and interest of the said part us 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 Fifteen Hundred Dollars (\$1500) according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party s of the second part:

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 s 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, appraisal 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 party s 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

Louis T. Selig

Rev. Stamp  
20¢

John O. Selig  
Hope M. Selig

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered,** That on this 28th day of July, A. D. 1898, before me, Louis T. Selig, a Notary Public in and for said County and State, came John O. Selig and Hope M. Selig 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 December 1-1900 Louis T. Selig  
Recorded Aug 1st A. D. 1898, at 149 o'clock P. M. Notary Public.

W. B. Adams  
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 lien thereby created discharged.  
Witness my hand this 15th day of February A.D. 1904.  
Adolf Rau.

By E. A. Kavole. Atty in fact.

Recorded Feb 11th 1904,  
W. B. Adams  
Register of Deeds.