

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of September in the year of our Lord one thousand eight hundred and ninety Eight between A. B. Funk and his wife Elizabeth J. Funk of Lawrence in the County of Douglas and State of Kansas of the first part, and Granville Gager of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 Numbered One Hundred and Four (104) on Tennessee Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said A. B. Funk do hereby covenant and agree that at the delivery hereof he is 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 Eight Hundred Dollars, and interest thereon according to the terms of One certain Note this day executed and delivered by the said A. B. Funk and Elizabeth J. Funk to the said party 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 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 A. B. Funk his 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

A. B. Funk (SEAL.)
Elizabeth J. Funk (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 16th day of September A. D. 1898 before me, John M. Spencer a Notary Public in and for said County and State, came A. B. Funk and Elizabeth J. Funk 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 Sept 15, 1900 John M. Spencer Notary Public.
 Recorded September 23 A. D. 1898, at 4:30 o'clock P.M.

W. B. Johnson
 Register of Deeds.

The following is indexed in the original instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the land hereby conveyed discharged
 As Witness my hand this 16th day of March A. D. 1900
 W. B. Johnson Register of Deeds
 Recorded March 21st 1900.

