

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and ninety Eight between F. D. Culver and Grace A. Culver, his wife, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and John E. McGrew of Kansas City Kansas 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 Number six (6) in Block Fourteen (14) in Lane Place Addition in the City of Lawrence, in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Parties of the first part 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

according to the terms of Two certain Promissory Notes this day executed and delivered by the said Party of the first part to the said party of the second part: as follows: Note for \$400, Payable Three years after date, and Note for \$400, payable four years after date, with interest at Seven per cent, Semi-annually

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 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 seals the day and year first above written.

Signed and delivered in presence of

Jennie Watt

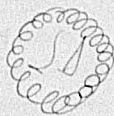
F. D. Culver (SEAL.)

Grace A. Culver (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas



Be it Remembered, That on this 11<sup>th</sup> day of October, A. D. 1898, before me, Hugh Blair a Notary Public in and for said county and State, came F. D. Culver, and Grace A. Culver, 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 28 Dec 1901 Hugh Blair Notary Public.

Recorded October 11<sup>th</sup> A. D. 1898, at 4<sup>16</sup> o'clock P.M.

W. B. Soeman  
Register of Deeds.

The following is endorsed on the original instrument—  
This note herein specified, having been paid in full,  
this mortgage is hereby released, and the same hereby  
created discharged. As witness my hand this 31<sup>st</sup>  
day of March 1901.  
Attest: W. B. Soeman,  
Register of Deeds.  
(Assigned See Book 37 Page 339)  
Myron Boardman,  
Deputy.

Recorded April 3-1901—  
W. B. Soeman,  
Register of Deeds.  
By Lilla W. Boardman,  
Deputy.