

This Indenture, Made this 23<sup>rd</sup> day of August in the year of our Lord one thousand eight hundred and ninety Eight between Clem Tolbert and Gertha Tolbert, his wife, and Charles Tolbert and Nellie Tolbert, his wife in the County of Douglas and State of Kansas of the first part, and Frank J. Naubert, Administrator of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred (\$800) 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 Fifty Four (54) on Elm Street in Block Number (1) in that part of the City of Lawrence, Kansas, known as "North Lawrence"

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Eight Hundred Dollars (\$800)

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 part y 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 part y 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 part y 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 part y 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

Clem Tolbert (SEAL.)  
Gertha Tolbert (SEAL.)  
Chas. Tolbert (SEAL.)  
Mrs. Nellie Tolbert (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 23<sup>rd</sup> day of August A. D. 1898, before me, Louis J. Selig, a Notary Public in and for said county and State, came Clem Tolbert and Gertha Tolbert his wife, and Charles Tolbert and Nellie Tolbert, 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 December 1<sup>st</sup> 1900 Louis J. Selig Notary Public.  
 Recorded October 31<sup>st</sup> A. D. 1898, at 11<sup>02</sup> o'clock A.M.

G. F. Foxman  
 Register of Deeds.

The following is endorsed on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released,  
 and the law hereby created discharged. Witness my hand, this fourth day of  
 November A. D. 1899.

Frank J. Naubert, Admin.

Registered/Recorded of Deeds By Ellen B. Sopeman, Deputy.

Recorded November 7, 1899.

Attest, Louis J. Selig.

