

This Indenture, Made this Second day of November in the year of our Lord one thousand eight hundred and ninety Eight between Bernard Heshon and Emma O. Heshon his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Adley Raw of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Ten 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: The Lots Number Forty Seven (47) Forty Eight (48) and the South half of Lot Number Forty Six (46) also Lots Number Sixty one (61) Sixty two (62) and Sixty three (63) all in Simpsons Sub-division in that part of the City of Lawrence formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 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<sup>s</sup> 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 Ten Hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Bernard Heshon and Emma O. Heshon to the said party of the second part: Due in three years from date with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default at the rate of ten percent per annum until fully paid Grantors reserve the right after one year to pay One hundred Dollars or any much less at any interest payment 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 party of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of  
L. A. Borse Bernard Heshon (SEAL.)  
Emma O. Heshon (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } SS.

Be it Remembered, That on this 2nd day of November, A. D. 1898, before me, L. A. Borse, a Notary Public in and for said county and State, came Bernard Heshon and Emma O. Heshon his wife to me personally known to be the same person<sup>s</sup> 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 Jan 16<sup>th</sup> 1901 L. A. Borse  
 Recorded November 4 A. D. 1898, at 10<sup>30</sup> o'clock A. M. Notary Public.



L. P. Bowman  
 Register of Deeds.

In consideration of full payment of the within mortgage I herein release the same to the use of Adley Raw Joseph R. Raw Joseph G. Raw Joseph K. Raw

ATTEST:  
L. P. Bowman  
 Register of Deeds.