

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of January in the year of our Lord one thousand eight hundred and ninety nine between J. D. Ruse, and Sarah Ruse, his wife of Sarcoxia in the County of Jefferson and State of Kansas of the first part, and John Petty of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: lots Nos. One Hundred and Twenty Six (126) One Hundred and Twenty Seven (127) and Lot One Hundred and Forty (140) all in addition No. Two. 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 ies of the first part therein. And the said J. D. Ruse & Sarah Ruse 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 Four Hundred Dollars Part of the purchase money of said premises according to the terms of Two certain notes this day executed and delivered by the said J. D. Ruse to the said part y of the second part: \$2.00 in Jan. 1-1900 and \$200. Jan. 1-1901, with interest at 7 per cent. payable 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 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 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 part y making such sale on demand to the said J. D. Ruse heirs and assigns.

In Witness Whereof, The said part ies of the first part, have hereunto set their hand and seal the day and year first above written,

Signed and delivered in presence of

J. D. Ruse (SEAL.)
Sarah Ruse (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Jefferson } ss.

Be it Remembered, That on this 28th day of January, A. D. 1899, before me, Robert D. Gilbert, a Notary Public in and for said county and State, came J. D. Ruse & Sarah Ruse (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 August 25, 1902 Robert D. Gilbert
 Recorded January 31 A. D. 1899, at 3¹² o'clock P. M. Notary Public.

H. D. Foxman
 Register of Deeds.

The following is indexed on ch original instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the lien thereby created discharged
 As witness my hand this 3rd day of April A.D. 1900.
John Petty
Recorded April 3 1900.
Register of Deeds.