JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 31st day of May in the year of our Lord one thousand eight hundred and ninety nine between F. J. Savage and Minnie Savage, his wife of Lawrence in the County of Douglas and State of of the first part, and Sarah J. Rugh 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 her 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 no. one hundred Twenty-seven (127) on Connecticut Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said F. J. Savage and Minnie Savage do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 according to the terms of two certain promissory notes this day executed and delivered by the said F. J. Savage 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 her 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 of the second part 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 F. J. Savage, his heirs and assigns.

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

Signed and delivered in presence of

F. J. Savage (SEAL.)
Minnie Savage (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
~~County of~~ Douglas County } SS.

Be it Remembered, That on this 31st day of May, A. D. 1899, before me, a Notary Public in and for said county and State, came F. J. Savage and Minnie Savage his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

L. S.

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 Mar. 3, 1902 — J. D. Lemon, Notary Public. My commission expires Mar. 3, 1902

Recorded May 31st A. D. 1899, at 3 o'clock P. M.

G. S. Sorman, Register of Deeds.

The following is endorsed on the original instrument
For Value received I do hereby sell and assign this mortgage and the notes therein described to Elmer E. Rugh of Gibsonburg Ohio, this the 22nd day of August A.D. 1899
State of Kansas, County of Douglas } Be it Remembered, That on this 22 day of August A.D. 1899 before me the undersigned a Notary Public in and for the County and State aforesaid came Mrs. Sarah J. Rugh to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same. In witness whereof I have hereunto set my hand and affixed my seal on the day and year last above written. F. J. Savage Notary Public
(S.S.) Notary Public Term expires Nov. 22, 1902

Recorded Aug. 2nd 1899
G. S. Sorman
Register of Deeds
By H. C. Fisher Dep.

The following is endorsed on the original instrument
Receipt. $482.50 Gibsonburg Ohio Nov 14th 1902.
Received of F. J. Savage and Minnie Savage the within named mortgagees the sum of Four Hundred Eighty Two and 50/100 Dollars in full satisfaction of the within mortgage.
Elmer E. Rugh.
Recorded Feby 16th 1903.
W. W. Armstrong Register of Deeds