

This Indenture, Made this 9th day of July in the year of our Lord one thousand eight hundred and ninety nine between George B. Castle and Leonora Castle, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Abbie F. Sprague of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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: One hundred and seventy seven (177) and one hundred and seventy nine (179) on Locust Street in North Lawrence 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are 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

Two hundred and fifty dollars according to the terms of one certain promissory this day executed and delivered by the said Geo. B. and Leonora Castle to the said party of the second part: payable two years from date at the Lawrence Nat. Bank of Lawrence Kansas, with interest at the rate of eight (8) per cent. per annum.

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 party of the second part her 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Geo. B. and Leonora Castle, their 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.

Sealed
Signed and delivered in presence of

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 9th day of July, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said county and State, came George B. Castle and Leonora Castle, husband and 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 Jan'y. 14, 1902.

Recorded July 13th A. D. 1899, at 11⁵⁵ o'clock A.M.

G. B. Sprague
Register of Deeds.

The following is endorsed on the original instrument
\$250.00
Received of Geo. B. Castle the within named mortgaged the sum of two hundred and fifty 000 in full satisfaction of the within mortgage,
Abbie F. Sprague,
Deputy-

Recorded July 8-1901
By J. B. Sprague
Register of Deeds
By Willie B. Sprague
Deputy-