

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of October in the year of our Lord one thousand eight hundred and ninety nine between Henry R. Sopman and Elizabeth Sopman his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John L. Gibb of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Eight 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 part of of the second part their 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 lot numbered one hundred and sixty four 164 on Phelps Island Street in the City of Lawrence Douglas County Kansas, being the homestead of said parties of the first part.

with all the appurtenances, and all the estate, title and interest of the said part of 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

according to the terms of One certain Mortgage Note this day executed and delivered by the said Henry R. Sopman and Elizabeth Sopman to the said part of of the second part: Due October 5th 1904 with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid. 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 of 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 of 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 part of making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

L. H. Correll

Henry R. Sopman (SEAL.)

Elizabeth Sopman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

SS.

Be it Remembered, That on this 9th day of October, A. D. 1899, before me, L. H. Correll, a Notary Public in and for said county and State, came Henry R. Sopman and Elizabeth Sopman, his 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 January 16th 1901.

L. H. Correll

Notary Public.

Recorded Oct 9 A. D. 1899, at 1³⁰ o'clock P. M.

L. A. Sopman

Register of Deeds.

The following is true copy on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged
As witness my hand this Seventeenth day of March A. D. 1903.
John L. Gibb

Attest Alexander Anderson
John Anderson

Recorded Jan 28th 1904.
W. C. Brown
Register of Deeds

