

JOURNAL OF LAW, LAND, & EQUITY, KAN.

This Indenture, Made this 27th day of October in the year of our Lord one thousand eight hundred and ninety nine between Karl E. Shand & Mittie M. Shand his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and A. Palm, Trustee of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Three 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 Lot number Twenty seven (27) and Lot number Twenty eight (28) in Addition Block (1) in that part of the City of Lawrence known as North Lawrence, Douglas County, Kansas

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 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 Three hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable Three years after date to order of party of second part with interest at 4% 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 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. Provided however to pay \$100.00 in multiple of on account principal money when any interest payment fails due.

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

Hugh Blair

Karl E. Shand (SEAL.)

Mittie M. Shand (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 28th day of October, A. D. 1897, before me,

Hugh Blair, a Notary Public in and for said county and State, came Karl E. Shand and Mittie M. Shand his wife

to me personally

known to be the same persons 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 28 Dec 1901 Hugh Blair

Recorded Oct 28th A. D. 1897, at 10¹⁵ o'clock A.M. Notary Public.

L. J. Doxman
Register of Deeds.

The following is endorsed on the original instrument -
Recorded July 7th 1902
By E. J. Doxman, Register of Deeds.
By E. J. Doxman, Deputy.

Required of Karl E. Shand & wife. The within insured mortgages the sum of three hundred and 00/100 Dollars, in full satisfaction of the within mortgage. A. Palm, Trustee.

