

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 8th day of February in the year of our Lord one thousand eight hundred and ninety between Rutha Jane Kramer (formerly Rutha Jane Hibbs) & Philip Kramer her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and M. A. Fetherolf of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Three hundred and seventy five 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 number forty five (45) on New York street in the City of Lawrence said County and State. The name Rutha Jane Hibbs is identical with Rutha Jane Hibbs the grantee in a certain deed recorded in Book 57 at Page 594 of date July 21st 1898 and is also identical with the name Jennie Hibbs the mortgagor in a certain mortgage recorded in Book 36 of Mortgages at Page 255 of the Records of Douglas Co. Kans. and in all cases means one and the same person.

with all the appurtenances, and all the estate, title and interest of the said part is 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 Three hundred & seventy five 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 thereon according to the terms of said note and coupons thereto attached

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 is 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 is 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 is making such sale on demand to the said Parties of the first part, their heirs and assigns. Payments of \$5 each to be made each month on or before six months.

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

Signed and sealed in presence of

Jessie Hall

Rutha Jane Kramer (SEAL.)

Philip Kramer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 8th day of February A. D. 1899, before me, Jessie Hall a Notary Public in and for said county and State, came Rutha Jane Kramer & Philip Kramer her husband 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 30th March 1900

Recorded February 9th A. D. 1899, at 9⁴⁵ o'clock P.M.

Jessie Hall Notary Public.

St. J. Doorman Register of Deeds.

the following is endorsed on the original instrument—
 \$295.00
 Received of Annie S. Hutson the present owner of the property described in this mortgage, the sum of three hundred and seventy five and 00/100 Dollars, besides interest thereon, in full satisfaction of the within mortgage.
 M. A. Fetherolf
 Deputy
 Recorder of Deeds
 By Billie B. Johnson,

Recorded May - 29th 1902
 E. H. Doorman,