

This Indenture, Made this Thirtieth day of February in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Grace L. Marshall and Albert A. Marshall (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Rosa Meierhoffer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 Lot number one hundred and eleven (111) on Pennsylvania Street in the City of Lawrence Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grace L. Marshall and Albert A. Marshall 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 and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said Grace L. Marshall and Albert A. Marshall to the said party of the second part her heirs or assigns.

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 overplus, if any there be, shall be paid by the party of the second part her executors, administrators and assigns, to the said Grace L. Marshall and Albert A. Marshall 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

Noted stamped according to law.

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 14<sup>th</sup> day of Feb. A. D. 1899, before me, \_\_\_\_\_, a Notary Public in and for said county and State, came Grace L. Marshall and Albert A. Marshall 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires April 15, 1903  
Recorded February 15 A. D. 1899, at 11<sup>30</sup> o'clock P.M.

John M. Newlin  
Notary Public  
H. J. Soeman  
Register of Deeds.

The following is enclosed on the original instrument.  
The note herein described having been paid in full  
this mortgage is hereby released and the lien thereon by  
created discharged. As witness my hand this 22<sup>nd</sup>  
day of Aug. 21<sup>st</sup> 1904.  
Rosa Meierhoffer

Recorded Aug 21<sup>st</sup> 1904.  
Wm. B. Strong,  
Register of Deeds.