

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 10<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety between Elizabeth F. Fink and Henry C. Fink, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Donald D. Warren of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred and 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 parties 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 one hundred four (104) out Town and Street 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 Elizabeth F. Fink and Henry C. Fink 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 Eight hundred Dollars

according to the terms of One certain Coupon note this day executed and delivered by the said parties of the first part to the said parties of the second part: Due in five years from date with interest at the rate of seven per cent per annum payable semi-annually.

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 parties 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 parties 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the parties of the second part her making such sale on demand to the said Elizabeth F. Fink, her 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 March day of March, A. D. 1892, before me, Francis M. McHale a Notary Public in and for said county and State, came Elizabeth F. Fink and Henry C. Fink 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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Febr 19<sup>th</sup> 1902 Francis M. McHale  
Recorded March 21 A. D. 1892, at 3:45 o'clock P. M. Notary Public.

L. J. Doorman  
Register of Deeds.

The following is endorsed on the original instrument  
Release, the note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged.  
As witness my hand this 24<sup>th</sup> day of Sept. 1903.  
Wm. H. Warren,  
Vice. D. Warren.

