

This Indenture, Made this Sixteenth day of April in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Geo. A. Whitcomb and Lida K. Whitcomb his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. G. Engle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 lots eighty three (83) and eighty four (84) and the south half of lots eighty one (81) and eighty two (82) Block thirty three (23) west Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said 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 Two hundred dollars according to the terms of and certain promissory note this day executed and delivered by the said parties of the first part to the said part of the second part

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 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 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 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

Geo. A. Whitcomb (SEAL.)

Lida K. Whitcomb (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 16 day of April, A. D. 1892, before me, A. V. Sharpe, a Notary Public in and for said county and State, came Geo. A. Whitcomb and Lida K. Whitcomb husband and 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Oct. 1<sup>st</sup> 1900 A. V. Sharpe

Recorded April 17 A. D. 1892, at 3<sup>30</sup> o'clock P. M. Notary Public.

H. H. Doxman  
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 hereby created  
discharged. As witness my hand this 4<sup>th</sup> day of April A.D. 1904.  
C. E. Cullbert.

Recorded Jan 4<sup>th</sup> 1904.  
W. W. Thompson.  
Register of Deeds.

(For Mortgage See Book 39 Page 552)