

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14th day of April in the year of our Lord one thousand eight hundred and ninety nineteen between Daniel K. Lawrence

of Kansas in the County of Douglas and State of Kansas of the first part, and Peter Oberhardt Sr. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eleven hundred DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, has 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 the north half (1/2) of the south east quarter of section No. Twenty three (23) Township Twelve (12) Range No. Seventeen (17)

Tr. Stamp 25¢

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Daniel K. Lawrence do hereby covenant and agree that at the delivery hereof he was 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 Eleven hundred Dollars

according to the terms of and certain Promissory Note this day executed and delivered by the said Daniel K. Lawrence to the said party 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 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 party of the second part his 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 party of the first part Daniel K. Lawrence or his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

J. B. Vincent
Signed and delivered in presence of

D. K. Lawrence (SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 14th day of April, A. D. 1899, before me, J. B. Vincent, a Notary Public in and for said county and State, came Daniel K. Lawrence

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 Nov. 11th 1900
Recorded April 18 A. D. 1899, at 1⁴⁵ o'clock P. M.

J. B. Vincent Notary Public.
H. W. Foxman Register of Deeds.

*The following is ordered on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand, this 14th day of April, A. D. 1899.
Recorded April 21-1900.
By H. W. Foxman, Register of Deeds.
By Ellie B. Foxman, Deputy.*