

JOURNAL CO., LAWYERS, SAN.

This Indenture, Made this 27 day of July in the year of our Lord one thousand eight hundred and ninety nine between Emanuel C. Harsch and Hattie Harsch his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Persay Shure of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and sixty-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: lots numbers seventy six (76) and seventy-seven (77) both in addition number two (2) and on south side of Lincoln street in that part of the City of Laurance formerly known as North Laurance.

with all the appurtenances, and all the estate, title and interest of the said parties 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 One hundred and sixty-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 (3) years after date with interest at 10% after maturity or default and in installment according to coupon attached to said note.

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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their 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

Jennie WattEmanuel C. Harsch (SEAL.)Hattie Harsch (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 27 day of July A. D. 1899, before me, Jennie Watt, a Notary Public in and for said county and State, came Emanuel C. Harsch and Hattie Harsch his 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires 30th Mch. 1904Recorded July 30 A. D. 1899, at 10 o'clock AM.

Jennie Watt
Notary Public.
G. D. 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 is discharged. At witness my hand this 31st day
of July A. D. 1903.
of J. H. Blair.

Recorded August 13th 1903.
J. H. Blair

Register of Deeds.

