

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of August in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Theodore Seals and Elizabeth Seals (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and L. A. Ross of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred (\$100.00) 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 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 Lot number one hundred and thirty six (136) in block number forty four (44) in that part of the City of Lawrence known as 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 parties of the first part 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 excepting one certain mortgage for \$150.00 to Edward Munk and dated June 16-1900.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said parties of the second part: payable in five years from date, with interest at the rate of nine percent per annum from date until paid, interest 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 their 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 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 parties of the second part 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

Ray Seals
E. B. Charlton
STATE OF KANSAS,
County of Douglas } SS.

Theodore Seals (SEAL.)
mark (SEAL.)
Elizabeth Seals (SEAL.)
mark (SEAL.)

Be it Remembered, That on this 28 day of August, A. D. 1900, before me, L. H. Menger a Notary Public in and for said county and State, came Theodore Seals and Elizabeth Seals (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 Sept. 14, 1900. L. H. Menger Notary Public.
Recorded Aug. 29 A. D. 1900, at 4:25 o'clock P. M.

G. D. Foxman
Register of Deeds.

The following is endorsed 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 18th day of July—A.D. 1901—
L. A. Ross.

Recorded July 18th 1901
L. H. Menger
Register of Deeds—
By Billie B. Simpson—Deputy