

JOURNAL 80, LAWYER, KAN.

This Indenture, Made this 20th day of September in the year of our Lord one thousand eight hundred and ninety nine hundred between G. H. F. Schneider, Wm. R. Carter and S. Stanley Searns, Trustees of Lawrence Lodge No. 4, I. O. O. F. of Lawrence in the County of Douglas and State of Kansas of the first part, and W. G. Kearns of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 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 forty-five (45) Vermont street in the City of Lawrence, Douglas County, Kansas, according to the survey plat and map of said City.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Trustees of Lawrence Lodge No. 4 - I. O. O. F. 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 and the said trustees will warrant and defend the same against the lawful claims of all persons whomsoever.

This grant is intended as a Mortgage to secure the payment of the sum of One thousand and dollars, in five years from the date hereof with interest at the rate of 6 per cent according to the terms of One certain promissory note this day executed and delivered by the said Trustees of Lawrence Lodge No. 4 - I. O. O. F. 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 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 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 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 G. H. F. Schneider, Wm. R. Carter and S. Stanley Searns, their successors or heirs and assigns.

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

Signed and delivered in presence of


G. H. F. Schneider (SEAL)

W. R. Carter (SEAL)

S. Stanley Searns (SEAL)

Trustees of Lawrence Lodge No. 4 - I. O. O. F. (SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 20th day of September, A. D. 1900, before me, Corydon G. Lindley, a Notary Public in and for said county and State, came G. H. F. Schneider, Wm. R. Carter and S. Stanley Searns, Trustees of Lawrence Lodge No. 4 - I. O. O. F. to me personally known to be the same person and 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 Decr 17th 1900 Corydon G. Lindley Notary Public.
Recorded Sept 20th A. D. 1900, at 5⁰⁵ o'clock P.M.

H. A. Doxman
Register of Deeds.

For Release See Bk. 44 Pg. 631