

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixteenth day of August in the year of our Lord one thousand eight hundred and ninety Nineteen hundred between Joseph Wind and Sadie Wind (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles Behrle of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three hundred and fifty 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 No. Seventy one (71) and seventy three (73) on New York street in the City of Lawrence, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Joseph Wind and Sadie Wind 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 Three hundred and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said Joseph Wind and Sadie I. Wind to the said part of the second part: his heirs or assigns

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 the second part making such sale on demand to the said Joseph Wind 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

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 16th day of August, A. D. 1890, before me, John M. Nye, a Notary Public in and for said county and State, came Joseph Wind and Sadie I. Wind 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 and affixed my official seal on the day and year last above written.

My commission expires April 15th 1903. John M. Nye Notary Public.
Recorded Nov. 21st A. D. 1890, at 1⁴⁰ o'clock P. M.

W. H. Foxman
Register of Deeds.

The following is copied on the original instrument
Release. The note herein described having been paid in full this mortgage
is hereby released and the loan hereby created discharged
As witness my hand this 23rd day of October A. D. 1903.
Charles Behrle

Recorded Oct 23rd 1903.
W. H. Foxman
Register of Deeds.