

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 19th day of November in the year of our Lord one-thousand-eight hundred-and-ninety Nineteen hundred between Joseph and Sarah J. Kind of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary Putze of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and seventy-five (\$475.00) 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 part y 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 Lot No. Seventy-three (73) New York Street

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Kind and Sarah J. Kind 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 Four hundred and seventy-five according to the terms of certain this day executed and delivered by the said to the said part y 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 y 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 part y 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Joseph and Sarah J. Kind 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

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 19th day of November, A. D. 1890, before me, Bertha L. Zimmerman, a Notary Public in and for said county and State, came Joseph Kind and Sarah J. Kind husband and 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires December 30, 1903. Bertha L. Zimmerman
Recorded Nov. 24 A. D. 1900, at 5:30 o'clock P. M. Notary Public.

W. D. Doorman
Register of Deeds.

The following is inclosed in the original instrument
The grant herein described having been paid in full this mortgage
is hereby released and void to this effect created and changed
As Witness my hand and seal this 17th day of March A. D. 1901
Mary Putze

Recorded March 5th 1901 W. D. Doorman Register of Deeds.

