

This Indenture, Made this ninth day of January in the year of our Lord one thousand eight hundred and ninety one between Susan A. Ruch & Lyman T. Ruch her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Larry Bergman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fourteen hundred 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 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 ninety-three (193) and north half of lot number One hundred and ninety-five (195) Tennessee Street, Lawrence, Kansas

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 Fourteen hundred 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 parties of the second part: Payable five years after date with interest thereon according to the terms of said note & coupons thereto attached.

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 heirs 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 heirs making such sale on demand to the said parties of the first part heirs and assigns. Privilege reserved to pay or any multiple thereof on principal or after three years.

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

Hugh Blair

Susan A. Ruch (SEAL)

Lyman T. Ruch (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 9th day of Jan, A. D. 1901, before me, a Notary Public in and for said county and State, came Susan A. Ruch and Lyman T. Ruch, her husband, to me personally known to be the same persons 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 25th Decr 1901 Hugh Blair Notary Public.

Recorded Jan 10th A. D. 1901, at 4²⁰ o'clock P.M. H. D. Dorman Register of Deeds.

The following is endorsed on the original instrument:
The Note herein described having been paid in full the Mortgage is hereby released and the lien thereby created discharged.
At Witness My Hand this first day of April A.D. 1907
Louis Bergman,
by Wolf Bergman,
his attorney in fact.

Recorded April 11 "1907
A.W. Armstrong,
Register of Deeds.

(For Abandonment see Book 41 Page 448)