

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23^d day of January in the year of our Lord one thousand ~~eight~~ ^{nine} hundred and ninety ~~but~~ between G. A. Graber and Margaret Graber husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and B. W. Wilansky of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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 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 seven (7) and nine (9) on the block in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said 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 Nine hundred Dollars

according to the terms of but certain promissory note this day executed and delivered by the said G. A. Graber and Margaret Graber to the said party of the second part: Payable first year after date with interest from date at seven per cent per annum payable semi-annually according to the interest coupons on said note

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 party 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 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 party of the first 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

G. A. Graber (SEAL.)

Margaret Graber (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 24th day of January, A. D. 1891, before me, Geo. A. Banks a Notary Public in and for said county and State, came G. A. Graber and Margaret Graber 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov. 27 1904 Geo. A. Banks

Recorded Jan - 24th A. D. 1891, at 4¹⁵ o'clock P.M. Notary Public.

L. D. Delmon
Register of Deeds.

The following is endorsed on the original instrument.
Release. The note herein described having been paid in full, this Mortgage is hereby released and the lien thereby created is discharged.
At witness my hand this 28th day of July, A.D. 1903.

Received July 28th 1903.

W. W. Robinson
Register of Deeds.

C. H. Bowen
by John C. Whitworth Atty in fact.