

Each and all of the foregoing terms and conditions shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

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

Executed in the presence of

Wendelin Schehrer (SEAL)  
Barbara Schehrer (SEAL)

State of Kansas, County of Douglas, SS.

Be It Remembered, that on this 6th day of February, A.D. 1914, before me, the undersigned, a Notary Public in and for said County and State, came Wendelin Schehrer and Barbara Schehrer, husband and wife, who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

My commission expires Sept. 25th. 1915. (SEAL) Geo. H. Lathholz, Notary Public.

Recorded Feb. 10th. A.D. 1914, at 10:31 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. C. Michel Deputy.

This Indenture made this 22nd day of January, in the year of our Lord, nineteen hundred and fourteen, between Augusta Rankin, widow of John K. Rankin, deceased, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Lawrence Nat'l Bank of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand Dollars; Five Hundred Dollars of which sum to her has been duly paid, the receipt of which is hereby acknowledged, and Five Hundred Dollars of which is to be paid to the party of the first part in six months from the date hereof, has sold and by these presents do grant, bargain, sell and mortgage to the party of the second part, its successors 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, An undivided one half interest in and to Lots Eight and Nine in Block Six, Lanes First Addition to the City of Lawrence, with all the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Augusta Rankin does hereby covenant and agree that at the delivery hereof, she is 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, except a mortgage of one thousand Dollars on Lot Nine above described. This grant is intended as a mortgage to secure the payment of One Thousand Dollars according to the terms of two certain promissory notes this day executed by the said Augusta Rankin to the said party of the second part; one note for \$500.00 dated January 22, 1914, due in one year, with the privilege of renewing the same for an additional year; one note for \$500.00 dated July 22, 1914 due in six months with the privilege of renewing the same one from the due date thereof; both of said notes drawing interest at seven per cent. And this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, 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, its executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Augusta Rankin, her heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written,

Augusta Rankin.

State of Kansas, County of Douglas, SS.

Be It Remembered, That on this 22nd day of January, A.D. 1914, before me, a Notary Public in and for said County and State, came Augusta Rankin, widow, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires December 29- 1915. (SEAL) Bertha L. Zimmerman, Notary Public.

Feb. 10th. A.D. 1914, at 2:00 o'clock P.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. C. Michel Deputy.

(For Release see Book 57 Page 1109)

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