the estate, title and interest of the said parties of the first part therein. And the said Florence A. Ewing & Lucy S. Ewing 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 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 One Hundred and Seventy five Dollars ($175.00) in One year from date hereof, with interest at the rate of ten (10) per cent. per annum payable Semi annually, both principal and interest being payable at the Merchants National Bank, at Lawrence Kansas according to the terms of their certain promissory note this day executed and delivered by the said Florence A. Ewing & Lucy S. Ewing to the said party of the second part, and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for said party 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 party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the cost 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 the said parties of the first part or their heirs and assigns.

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

Signed Sealed and Delivered in presence of

Levi A. Doane — Florence A. Ewing (seal)

Lucy S. Ewing (seal)

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 16th day of May A.D. 1888 before me Levi A. Doane a Notary Public in and for said County and State, came Florence A. Ewing & Lucy S. Ewing his wife 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 and affixed my official seal on the day & year last above written.

(S.S.) Levi A. Doane

Notary Public

My commission expires Aug 16. 1890

Recorded May 16. 1888 at 12 o'clock M. James Brooks

REGISTER OF DEEDS

Assigned on 31 Page 340 for Release

Release entered by Isaac Brooks

The following Mortgage Deed was released by Florence A. Ewing & Lucy S. Ewing to the within mortgage, for consideration of Five and Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby release, remise and quit claim unto the said Florence A. Ewing & Lucy S. Ewing, her heirs and assigns, the within described premises, and all right, title and interest in and to the same.