

consideration of the sum of One hundred & Seventy (170) Dollars to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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 Craiglass and State of Kansas, described as follows, to wit: Lot number Forty one (41) on New Jersey Street, in the City of Lawrence with the appurtenances, and all the estate, title & interest of the said party of the first part therein. And the said Sarah Elizabeth Hadley, 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. This Grant is intended as a Mortgage, to secure the payment of the sum of One hundred and Seventy Dollars and interest at Twelve per cent. per annum interest to be paid annually according to the terms of one certain Promissory Note this day executed and delivered by the said Sarah Elizabeth Hadley 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 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 his 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 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 the said party of the first part or her heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set her hand & seal the day & year last above written.
 Signed, sealed & delivered in presence of Sarah Elizabeth Hadley (seal)
 M. E. Roberts
 M. S. Robeson
 John W. Swope

The following is a true and correct copy of the original instrument

This Note secured by this mortgage, paid in full Aug 5-1889

Edward S. Menge

Recorded Aug 9, 1889 at 11th o'clock A.M. James Brooks, Register of Deeds.

By C. W. Conner, Deputy