

This Indenture, Made this twentieth day of October in the year of our Lord one thousand eight hundred and eighty eight between Lewis Howell and Mary J. Howell his wife of the County of Douglas and State of Kansas of the first part, and Addie B. Petrie of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight hundred and twenty 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 part 2d of the second part her 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 9, more or less on Vermont Street in the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said do hereby covenant and agree that at the delivery hereof 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 Eight hundred and twenty dollars with interest from date at eight per cent per annum payable annually according to the terms of three certain promissory notes this day executed and delivered by the said Lewis Howell to the said part 2d of the second part: one for \$200 payable March 1st 1889, one for \$300 payable March 1st 1890 and one for \$100 payable March 1st 1891

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 part 2d 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 part 2d of the second part her 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Lewis Howell heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

W. C. Chandler

Lewis Howell Co (SEAL.)

Mary J. Howell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} ss.

County of Douglas

Be it Remembered, That on this 15th day of October, A. D. 1888, before me, W. C. Chandler, a Notary Public in and for said County and State, came Lewis Howell and Mary J. Howell 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires January 27th 1890.

Recorded Oct 18 A. D. 1888, at 5 o'clock P. M.

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 3rd day of June, 1891.

Recorded Jan 31 1891 by J. C. Carmichael Deputy

The following is indexed on the 22999th page of the 1888-1889 volume of the mortgage books of Lawrence, Kansas July 6, 1892. Witnessed by Edward B. Anderson of said county and J. R. Anderson of the State of Kansas Anderson, Deed

Recorded July 6th 1892 of Jones & Co. Register of Deeds