

This Indenture, Made this 9th day of October in the year of our Lord one thousand eight hundred and eighty nine between
Anthony Kelley and Ann E. Kelley his wife
 of Douglas in the County of Douglas and State of Kansas
 of the first part, and Helen D. Aykworth
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred 00 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 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: The South half of the North West Quarter of Section Fourteen (14) Township Fifteen (15) Range Eighteen (18)

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

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred 00 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Anthony and Ann E. Kelley to the said party of the second part: payable three (3) years from date at the Lawrence National Bank of Lawrence Kansas with interest at the rate of seven per cent per annum payable semi-annually

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 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 sales, to pay 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 Anthony Kelley his heirs and assigns.

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

Signed and delivered in presence of

Anthony Kelley (SEAL.)

Ann E. Kelley (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

Be it Remembered, That on this 12th day of October, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said County and State, came Anthony Kelley and Ann E. Kelley 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 19th 1891 Alfred Whitman Notary Public

Recorded Oct 14th A. D. 1899, at 4³⁰ o'clock P M.

James Brooks Register of Deeds

The following is indorsement on original instrument
 The notes herein above recited being paid in full these hundred dollars this
 mortgage is hereby released, and the land hereby created discharged
 Attest: As Witness my hand this 9 day of October A.D. 1899
 Henry C. Buison Recorder of Deeds Helen D. Aykworth

By Fred Brooks Register of Deeds

25.13

The following is indorsement on the original instrument
 The note herein above recited having been paid by full this mortgage
 is hereby released and the land hereby created discharged
 Attest: As Witness my hand this 2 day of January A.D. 1894
 Alfred Whitman Notary Public Sophia D. Brown