

This Indenture, Made this 22 day of November in the year of our Lord one thousand eight hundred and eighty nine between Elizabeth E. Shultz (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and A. Palm Agent of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred and fifty \$. 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 Douglas and State of Kansas, described as follows, to-wit: Lot number One Hundred and thirty eight 138 S. Tennessee Street in 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 Elizabeth E. Shultz 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 Four hundred and fifty \$. according to the terms of One certain promissory note this day executed and delivered by the said Elizabeth E. Shultz to the said party of the second part: payable two years from date to the Lawrence National Bank of Lawrence Kansas with interest at the rate of eight percent 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 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 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 Elizabeth E. Shultz 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.

Signed and delivered in presence of

Elizabeth E. Shultz (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 22 day of November, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Elizabeth E. Shultz 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 January 19 1891.

Recorded Nov. 30 A. D. 1889, at 2 o'clock P. M.

Alfred Whitman Notary Public.

James Brooks Register of Deeds.



The following is indorsed on the original instrument:
The wife, herein described, having paid in full the mortgage
is hereby released and the lien thereon is hereby discharged.
Attest my hand this 29 day of August A.D. 1893
J. M. Brooks
Register of Deeds

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
29 day of August A.D. 1893
Attest A. W. Carson, Register of Deeds.