

This Indenture, Made this the Seventh day of November in the year of our Lord one thousand eight hundred and ninety between Mary E. Butler (widow) of Sawnee in the County of Douglas and State of Kansas of the first part, and E. A. Parker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred DOLLARS, to her 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: Lot No. Forty Eight (48) Connecticut Street in the City of Sawnee Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary E. Butler does hereby covenant and agree, at the delivery hereof she 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 according to the terms of One certain Note this day executed and delivered by the said Mary E. Butler to the said party of the second part:

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 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 Mary E. Butler heirs and assigns.

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

Signed and delivered in presence of

Mary E. Butler (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 7th day of Nov, A. D. 1890, before me, a Notary Public in and for said County and State, came Mary E. Butler (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 April 28 1891

Recorded November 7th A. D. 1890, at 4¹⁰ o'clock P. M.

John M. Newlin Notary Public

James Brooks Register of Deeds

The following is indorsed on the original instrument
This Note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.
As Witness my hand, this 29 day of Nov^r A. D. 1892

Recorded November 29th 1892
James Brooks
Register of Deeds