

This following is indexed on the Original Instrument

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

10 day of July 1894

at the City of St. Louis

Recorded July 11 1894

James Brooks

Secretary

This Indenture, Made this 18th day of August in the year of our Lord, one thousand eight hundred and ninety three between H. J. Anderson (single man) of Lawrence of the County of Douglas and State of Kansas party of the first part, and Mrs M. J. Flinton party of the second part:

Witnesseth, That the said party of the first part for and in consideration of the sum of One Thousand and Four Hundred Dollars, in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm unto the said party of the second part and to her heirs and assigns forever all of the following described Real Estate lying and situate in the County of Douglas and State of Kansas, to-wit: Lots numbered twenty seven (27) twenty nine (29) and thirty one (31) all of said real estate lying and being on Vermont Street in the City of Lawrence, County of Douglas and State of Kansas aforesaid.

This mortgage is junior and inferior to a mortgage of Two Thousand Dollars (\$2000.) upon said real estate given to the Kansas National Building and Loan Association of Lawrence Kansas.

Together with all and singular, the hereditaments and appurtenances therunto in anywise appertaining, to have and to hold the same unto the said party of the second part her heirs and assigns forever.

Provided Always, And these presents are upon these express conditions: That if the said party of the first part, his heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part, her heirs or assigns, the sum of One Thousand and Four Hundred Dollars, with interest thereon at the time and in the manner specified in three certain promissory note bearing date August 18th 1893, executed by the party of the first part and payable to the order of Mrs M. J. Flinton at Lawrence, Kansas, in amounts and due as follows: One note in the sum of Four Hundred Dollars due Sept 1st 1894. One note in the sum of Five Hundred Dollars due Sept 1st 1895. One note in the sum of Five Hundred Dollars, due Sept 1st 1896. all drawings 8 per cent. interest from date unless paid at maturity, according to the true intent and meaning thereof then in that case these presents and everything herein expressed shall be absolutely null and void. But upon default of the payment of any part of the principal or interest, or any one of said notes at maturity, or upon the failure to pay any lawful accretment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law, and upon default being made as aforesaid. In case of foreclosure and sale the party of the first part hereby waives the right of appraisement of the premises.

In Testimony Whereof, The said party of the first part, has hereunto set his hand and seal the day and