

scribed in and who executed the within instrument and he acknowledged that he executed the same.

Witness my seal of office & my official signature the day & year aforesaid

E. L. B.

Gay E. Burke

Notary Public

Recorded Aug 14. 1894 at 8:40 o'clock AM

James Brooks

Register of Deeds

The following is intended as the original instrument
The Note herein described having been paid in full this mortgage
is hereby released and the lien hereby created discharged
as Witness my hand this 20th day of July A.D. 1898.

Nellie Smith
H. S. Burke her Attorney in Fact

Recorded July 20th 1898.

This Indenture, Made this seventh day of August in the year of our Lord one thousand eight hundred and ninety four between Dwight G. Syman and Annie Syman his wife of Omaha in the County of and State of Nebraska, of the first part and Nellie J. Smith of the second part.

Witnesseth That the said parties of the first part, in consideration of the sum of six hundred 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: Lots Nos 40, 41, 42, 43, 44, 45, 46, 47 & 48 East St. Lots Nos 58, 59, 60, 61, 62 Mechanics St. in Subdivision of Lots 93 & 47 & 25 in Addition No 100 in that part of the city of Lawrence known formerly as North Lawrence with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Dwight Syman & Annie Syman his wife 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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the the sum of six hundred Dollars according to the terms of one certain promissory note this day executed by the said Dwight G. Syman and Annie Syman his wife to the said party of the second part. Said note being given for the sum of six hundred Dollars, dated Aug 11/1894 due and payable in two years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree