

JOURNAL CO. LAWRENCE, KAN.

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

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred twenty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she 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, Sawnee 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 do she 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 The house to be kept insured in favor the mortgagee

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred & twenty Dollars 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: his heirs or assigns

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 part making such sale on demand to the said Mary E. Butler, her 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

Mary E. Butler (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of March, A. D. 1895, before me John M. Newlin, a Notary Public in and for said County and State, came Mary E. Butler

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 1895Recorded March 20 A. D. 1895, at 5:55 o'clock P. M.

Notary Public.

Register of Deeds.

The following is a correct and true copy of the original instrument of the mortgage herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand, this 6th day of February A.D. 1901. Othello Manges

Recorded Feb. 28th A.D. 1901
A. W. Armstrong
Register of Deeds
By J. L. Lawrence
Deputy

Assigned See Book 33 Page 334



John M. Newlin
Register of Deeds