

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.B.

C. M. Munter

My commission expires the 13^d day of January A.D. 1896
Recorded Sept 18. 1895 at 10²⁰ o'clock A.M.

Notary Public

Jessie Brooks

Register of Deeds

The following is enclosed in the original instrument -
The note is described as having been paid in full, this mortgage is hereby released and the land
thereby created discharged. As witness my hand this 7 day of November 1895.
Jesse D. McCraft.

Recorded Nov. 7 - 1895 -
C. M. Munter, Register of Deeds
By W. H. R. St. John, Deputy.

This Indenture, Made this 7th day of September in the year of our Lord one thousand eight hundred and ninety five between Annie Kennedy unmarried (being of lawful age), of the County of Douglas, and State of Kansas, of the first part, and Wilder S. Mitealy of Lawrence Kansas of the second part, Witnesseth That the parties of the first part in consideration of the sum of Twenty Five $\frac{1}{2}$ % Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: Lot No One Hundred and Six (106) on Rhode Island Street in the City of Lawrence with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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, that she has good right to sell and convey said premises, subject however to a prior mortgage of \$450.00 of this date, made to Wilder S. Mitealy.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five $\frac{1}{2}$ % Dollars, according to the terms of ten certain mortgage notes this day executed by the said party of the first part all dated September 7, 1895, payable to Russell Mitealy or order, at the Importers and Traders National Bank, in New York City.

Now, If such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or sums, or any part thereof, or any interest thereon, or if default be made in the payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and pay-