

This Indenture, Made this 17 day of September in the year of our Lord one thousand eight hundred and ninety four between E. D. O'Bryon and Louisa J. O'Bryon his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. J. H. Galt of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three Hundred 00/100 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: Lot Number Two Hundred and ten (210) in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 Three Hundred 00/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said E. D. and Louisa J. O'Bryon to the said party of the second part: payable on or before September 17, 1896 at the Douglas County Bank at Lawrence Kansas with interest at the rate of seven (7) per cent per annum payable semi-annually

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 the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said E. D. O'Bryon his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

E. D. O'Bryon (SEAL.)
Louisa J. O'Bryon (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of September, A. D. 1894, before me, Alfred Whitman, a Notary Public in and for said County and State, came E. D. O'Bryon and Louisa J. O'Bryon his wife 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 January 17 1895
Recorded Sept 17 A. D. 1894 at 5:30 clock P. M. Alfred Whitman Notary Public.

James Brooks Register of Deeds.

*The foregoing is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created is discharged. Ed
witness my hand, this 5th day of December A.D. 1895.*

Mrs. J. H. Galt

Attest: H. C. Benson, M.P.

Recorded November 20, 1899.

H. C. Benson, Register of Deeds, By Edith B. Benson Deputy.

L. L.