

This Indenture, Made this 22nd day of October in the year of our Lord one thousand eight hundred and ninety 1901 between William T. Powell & Lydia A. Powell his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Margaret Gray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 part of the second part 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: The South half (1/2) of Lot No. Eleven (11) in Addition No. Eleven (11) has the North fifty (50) feet thereof and the South one hundred and thirty five and eight tenths (135 8/10) feet of Lot No. Twelve (12) in Addition No. Eleven (11) to that part of the City of Lawrence, Kansas known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 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 owners 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 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said part of the second part: Payable three years after date to order of party of second part at the Merchants Natl Bank Lawrence Kansas with interest at 8% from date 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 part of the second part 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 part of the second part 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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Kugh Blair

William T. Powell

Lydia A. Powell

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 22nd day of October, A. D. 1891, before me, Kugh Blair, a Notary Public in and for said County and State, came William T. Powell and Lydia A. Powell 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 22nd Dec 1897

Recorded Oct 22 A. D. 1891 at 7 o'clock P. M.

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 22nd day of November A. D. 1901

Margaret Gray
By Christie Hutchison
her attorney in fact

Recorded Nov. 23rd 1901
By John B. Stapanian
Register of Deeds
By Ellie B. Stapanian
Deputy