

This Indenture, Made this Twenty Second day of March in the year of our Lord one thousand eight hundred and ninety five between Mary Hollister and Simpson Hollister (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and J. N. Hall of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold and by these presents do grant, bargain, sell and mortgage to the said party all of the second part all 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 One hundred and twenty five (125) less North line (10) feet and Lot One hundred and twenty seven (127) Kentucky Street in the City of Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Mary Hollister and Simpson Hollister 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 Insured in sum of one hundred dollars in favor of Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred dollars according to the terms of One certain Note and six Coupons this day executed and delivered by the said Mary Hollister and Simpson Hollister to the said party all of the second part: his heirs and 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 all of the second part all 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 all of the second part all 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 all making such sale on demand to the said Mary Hollister her heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Mary Hollister

(SEAL.)

Simpson Hollister

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 22 day of March, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Mary Hollister and Simpson Hollister 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 - 1895

Recorded March - 22 - 1895 at 3:40 o'clock P M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is ordered on the original instrument. I Recorded on this page  
 for value received. I hereby assign the within mortgage and note it was given to secure  
 to Alexander Davis of Lawrence Kansas. As collateral security for the payment of a certain  
 promissory note made by me of date Nov-22/1897 for \$750.00 payable one year after date  
 with interest at the rate of eight percent per annum, payable annually. I said note is paid  
 at maturity the assignment shall be void otherwise the full force  
 of said note and each will be before me this 30th day of November 1897  
 Recorded & signed at Lawrence Kansas  
 at 12 o'clock noon  
James Brooks  
 Register of Deeds

(Released See Book 37 Page 440)