

This Indenture, Made this First day of August in the year of our Lord one thousand eight hundred and ninety five between Charles H. Howe (widower) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Hiram C. Smith of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifty DOLLARS, to him 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: Begin Two hundred (200) feet North of intersection of North line of Perry Street produced West, and West line of Illinois St. produced South from the City of Lawrence North fifty (50) feet West One hundred (100) feet South fifty feet East One hundred (100) feet to beginning

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles H. Howe do hereby covenant and agree that at the delivery hereof he 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 except One Mortgage of \$450.00 two hundred fifty dollars

This grant is intended as a Mortgage to secure the payment of the sum of Fifty dollars according to the terms of One certain Note this day executed and delivered by the said Charles H. Howe to the said party of the second part: her 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, 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, 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 heirs and assigns.

In Witness Whereof, The said party of the first part, ha hereunto set hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Charles H. Howe

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10 day of August, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Charles H. Howe

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 1897

Recorded Aug 11 A. D. 1895 at 11 o'clock A. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is a statement of the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien hereby created is discharged
As Witness my hand this 26th day of Aug: A.D. 1899
Mrs Hiram C. Smith

Recorded August 26th 1899.

Register of Deeds