

This Indenture, Made this 27 day of August in the year of our Lord one thousand eight hundred and ninety 1895 between

of Clarkson in the County of Osage and State of Territory of Oklahoma of the first part, and Mary A. Beattie of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eighty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell 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: His undivided interest in the Lot No. 28 (w) and East twelve & half feet of Lot twelve (12) Park in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said N. M. Persing do sell 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

This grant is intended as a Mortgage to secure the payment of the sum of Sixty Dollars according to the terms of One certain Note this day executed and delivered by the said N. M. Persing to the said party of the second part: due in one year from date with interest at six per cent per annum

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 and 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 and 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 N. M. Persing his heirs and assigns.

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

Signed and delivered in presence of

N. M. Persing (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 27 day of August, A. D. 1895, before me, L. A. Steele, a Notary Public in and for said County and State, came N. M. Persing 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 June 18 1898 L. A. Steele
Recorded Aug 27 A. D. 1895 at 3:30 o'clock P M. Notary Public.

James Brooks
Register of Deeds.

The following is enclosed on the original instrument: The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Dated this 20th day of February A. D. 1900. Mary A. Beattie.
Recorded February 20, 1900. L. A. Steele, Notary Public, Deputy.