

This Indenture, Made this Seventh day of March in the year of our Lord one thousand eight hundred and ninety Six between Howard A. Peairs and Helen T. Peairs his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and H. T. Peairs of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 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 One Hundred and Seven (107) on Kentucky Street in the City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 Seven 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 party of the second part: due and payable in five years from this date

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 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 seal the day and year first above written.

Signed and delivered in presence of

Howard A. Peairs (SEAL.)

Helen T. Peairs (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 7th day of March, A. D. 1896, before me, Frank L. Peairs, a Notary Public in and for said County and State, came Howard A. Peairs and Helen T. Peairs his wife to me personally known to be the same persons 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 November 25 1899 Frank L. Peairs
Recorded April 30 A. D. 1896 at 10³⁰ o'clock M. Notary Public.

James Brooks
Register of Deeds.

This assignment was entered on the original instrument
Know all men by these presents, that H. T. Peairs, of Douglas County in the State of Kansas, the within named mortgagee, in consideration of the sum of Seven Hundred Dollars (\$700.00) to him in hand paid by the said parties of the first part, to him well known, and to 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, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot number One Hundred and Seven (107) on Kentucky Street in the City of Lawrence Kansas, with all the appurtenances, and all the estate, title and interest of the said parties 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 assignment was entered on the original instrument on the 7th day of May 1896. H. T. Peairs
To be the same person who executed the above assignment and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.
Recorded Nov. 8, 1898 at 11 O'clock A. M.
By J. J. Swannan, Register of Deeds
By W. C. Fisher, Notary Public

The following release was entered 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 7th day of November A.D. 1898. M. M. Hopkins
Attest: Alfred M. Johnson

Recorded Nov. 8, 1898 at 11 O'clock A. M.
By J. J. Swannan, Register of Deeds
By W. C. Fisher, Notary Public