

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety six between Martha J. Goodnight and husband Samuel Goodnight of Lawrence in the County of Douglas and State of Kansas of the first part, and Lucy Lane of Lawrence Kansas of the second part,

Witnesseth, That the said part 1st 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 One Hundred and Seventy Nine (179) on Kentucky Street in the City of Lawrence in said county of Douglas and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Martha J. Goodnight and husband Samuel Goodnight 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 and agree to maintain insurance on house situate on said lot for the benefit of Party of Second Part in the sum of One Thousand Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred (\$700.00) Dollars and interest thereon according to the terms of One certain note then coupon note thereto attached this day executed and delivered by the said Martha J. Goodnight and husband Samuel Goodnight to the said party of the second part:

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 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 Martha J. Goodnight and husband Samuel Goodnight, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Martha J. Goodnight (SEAL.)
Samuel Goodnight (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 17 day of May, A. D. 1896, before me, J. R. Tenyon, a Notary Public in and for said County and State, came Martha J. Goodnight and husband Samuel Goodnight 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 May 29 1898

Recorded May 14 A. D. 1896 at 10 o'clock A.

J. R. Tenyon

Notary Public.

James Brooks
 Register of Deeds.

The following is indexed on the original instrument
 The state herein described having been paid in full this mortgage
 is hereby released and the lender hereby created discharged
 His witness my hand this 1st day of May A.D. 1896,
 Lucy Lane

Recorded May 24 1896 J. R. Tenyon Register of Deeds

(L.S.)