

This Indenture, Made this Twenty Sixth day of May in the year of our Lord one thousand eight hundred and ninety six between Mary Lutz (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and N. E. Breckford of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of One hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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: Lot No three (3) lies in the City of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary Lutz do sell hereby covenant and agree that at the delivery hereof she 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 One hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Mary Lutz to the said party of the second part: his 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 therefor, 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 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 Mary Lutz heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Mary Lutz

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 26th day of May, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Mary Lutz 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 1899.  
Recorded May 29 A. D. 1896 at 10 45 clock A. M.

John M. Newlin  
James Brooks

Notary Public.

Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released, and the lien thereby created is charged  
as witness my hand this 21st day of May A.D. 1898

Recorded May 31 1898, L. L. Newman  
Registered by N. E. Breckford

L. L.