

This Indenture, Made this 20th day of June in the year of our Lord one thousand eight hundred and ninety nine between Emeline E. Woodard & Samuel A. Woodard her of Lawrence in the County of Douglas and State of Kansas of the first part, and R. B. McIntire of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Seventy five 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 his 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 & fifteen (115) and One Hundred and seventeen (117) on Locust Street in Block No 120 (2) in that part of the City of Lawrence formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Emeline E. Woodard and Samuel Woodard do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 and Seventy five Dollars according to the terms of One certain Note this day executed and delivered by the said Emeline E. Woodard & Samuel Woodard to the said party of the second part: in three years after date with interest at 8% per annum payable annually, with the privilege of paying any part or all of said note at any time they may decide to do so. 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 his 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 his 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 Emeline E. Woodard her heirs and assigns.

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

Signed and delivered in presence of

Emeline E. Woodard (SEAL.)
Saml A. Woodard (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 20 day of June, A. D. 1896, before me, L. S. Steele a Notary Public in and for said County and State, came Emeline E. Woodard and Samuel A. Woodard her husband 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 June 18 1898.

Recorded July 11 A. D. 1896 at 9¹⁵ o'clock A. M.

L. S. Steele Notary Public.

James Brooks Register of Deeds.

The following is indorsed on 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 31st day of June A.D. 1900
H. B. McIntire
Recorded June 21st 1900, H. B. McIntire Register of Deeds.