

same person who executed the within instrument of writing and he duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written. My commission expires May 2, 1900.

J. A.

J. A. Brightwell
Notary Public

Recorded October 5, 1896, at 5¹⁵ o'clock A.M.

James Brooks
Register of Deeds

This Indenture, Made this Fifth day of October in the year of our Lord one thousand eight hundred and Ninety six between H. H. Howard of Lawrence in the county of Douglas and State of Kansas, of the first part and Josephine Gaddie of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of One Hundred and Fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 Nine (9) in Addition No One (1) in that part of the City of Lawrence known as North Lawrence, with the appurtenances, and all the estate, title and interest of the said party of the first part therein, And the said H. H. Howard does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$100. held by Mrs. S. Love and that he will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of One Hundred and Fifty Dollars, according to the terms of a certain promissory note this day executed by the said H. H. Howard to the said party of the second part. Said note being given for the sum of One Hundred and Fifty Dollars dated October 5th, 1896 due and payable in one year from date thereof with interest thereon according to the terms of said note, And this conveyance shall be void if such payment be made as in said note specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account

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 thereby created, discharged.
J. A. Brightwell
Recorded September 20th 1898
J. A. Brooks
Register of Deeds