

This Indenture, Made this 22^d day of February A. D. 1899, between

J. A. Ellis, unmarried
of Douglas County, in the State of Kansas of the first part, and

Jennie L. Whitelaw
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part y of the first part, in consideration of the sum of

Four Hundred & 70/100 AND 70/100 DOLLARS,

the receipt of which is hereby acknowledged, do es by these presents, grant, bargain, sell and convey unto said party of the second part, her

heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:— Beginning at a point 2 90/100 chains North of a point 19 25/100 chains South of the North West corner of the North West quarter of Sec. 36, Tp. 12, R. 19, E. 1, thence East 13 32/100 chains, thence South to a point 2 14 feet South of a point 19 25/100 chains South of the North line of said quarter section being the center line of Warren Street extended West from City of Lawrence of thence West along said center line of Warren St. extended 4 72/100 chains, thence North 2 14 feet, thence West 8 60/100 chains to West line of said quarter section, thence North 2 90/100 chains to point of beginning, less the East thirty (30) feet of said above described tract, also an undivided one half (1/2) interest in the following described tract, Beginning at a point 19 chains and 20 links South of the North West corner of the North West quarter of Sec. 36, Tp. 12, R. 19, E. 1, thence East 6 00/100 chains, thence South 180 feet East 242 feet, North 180 feet, thence West 242 feet, to place of beginning being one acre more or less.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:—

Provided, Always, And these presents are upon this expressed condition, that whereas said

J. A. Ellis
has on this day executed and delivered two certain promissory notes in writing to said party of the second part, of which the following are cop ies: Payable as follows, One note of \$200, payable one year from date and one note of \$200, payable two years from date at the Lawrence National Bank of Lawrence, Kansas, with interest at the rate of Seven per cent. per annum, payable annually.

Now, If said party of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note s mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

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

J. A. Ellis
10th

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 24th day of February A. D. 1899, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

J. A. Ellis, unmarried
who to me personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.
In Testimony Whereof, I have hereunto set my hand, and affixed my Official Seal, the day and year last above written.

Alfred Whitman Notary Public.
Recorded February 24th A. D. 1899, at 2 27 o'clock P. M. Term expires Jan'y 14, 1902
H. J. Foxman Register of Deeds.

The following is endorsed on the original instrument
Recorded August 12, 1899 \$400-
Received of J. A. Ellis the within named mortgage the sum of
Four Hundred and 70/100 Dollars in full satisfaction of the within mortgage.
Jennie L. Whitelaw
U. S. Foxman
Register of Deeds
By H. C. Fisher
Deputy