

This Indenture, Made this 16th day of September A. D. 1897, between S. L. Anell and Eva L. Anell his wife of Douglas County, in the State of Kansas of the first part, and Peoples State Bank of Lawrence, Kansas, of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of Three Thousand AND 00 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2^d of the second part, its successors heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit: The North West Quarter (N.W. 1/4) of Section Twenty Five (25) Township Thirteen (13) Range Twenty (20) containing 160 acres 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 part 1st of the first part are justly indebted unto part 2^d of the second part, in the principal sum of Three Thousand Dollars, payable according to the end and effect of a certain mortgage of which the following copy

is executed and delivered by the said parties of the first part, bearing date September 16th 1897, payable to the order of the said party of the second part, on the 16th day of September 1898 with interest thereon from date until maturity at the rate of 5 1/2 per cent per annum, payable semi-annually, on the 16th days of March & September in each year, & ten per cent per annum after maturity, the installment of interest being payable on the 10th interest coupon attached to and binding with said mortgage, and payable in like manner, the said parties of the first part agree to insure said real property for the period of this loan for at least Seven hundred Dollars for the benefit of the said mortgage, or its assigns, and to cause such insurance to be paid to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.

Now, If said parties of the first part shall pay or cause to be paid to said part 2^d of the second part, or assigns, said sum of money in the above described note 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 part 2^d of the second part shall be entitled to the possession of said premises.

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

S. L. Anell.
Eva L. Anell.

STATE OF KANSAS, } ss:
Douglas County,

Be it Remembered, That on this 16th day of September A. D. 1897, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came

S. L. Anell a married man

who are personally known to me to be the same persons who executed the within instrument of writing, and such person have duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my notarial Seal, the day and year last above written.

Frank Lee Notary Public.
Term expires Sept 28 1898

Recorded Sept 21 - A. D. 1897, at 11 o'clock A. M.
It is remembered, that on this 16th day of September A. D. 1897, before me the undersigned, By Elmer C. Armstrong Dep. a Notary Public in and for said County and State, said Mr. S. L. Anell wife of S. L. Anell to me personally known & be the same person who executed the foregoing attached instrument and duly acknowledged the execution of the same.
In witness whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
P. C. Winter, Notary Public.
My Com. expires July 4 - 1899

Recorded Sept 18 1912 The following is endorsed on the original instrument)
Hoyd L. Lawrence \$3000
Adoptive powers received of S. L. Anell and Eva L. Anell by Eleanor Reid Brown the legal holder and owner of the note secured by the within mortgage, the sum of \$3000 less \$9 thousand Dollars in full satisfaction of the said mortgage, which is hereby discharged and released
Eleanor Reid Brown
For Assignment Book 47 Page 436

The following is endorsed on the original instrument