

This Indenture, Made this 25th day of July in the year of our Lord one thousand eight hundred and ninetysix between Juliam Howe and Walter L. Howe her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and N. E. Vaughan of Excroft State of Maine of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen hundred 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: lots number one (1) two (2) and three (3) in Southview in the city of Lawrence Douglas County and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Juliam Howe and husband 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 Fifteen hundred dollars and interest thereon according to the terms of one certain mortgage note this day executed and delivered by the said Juliam Howe and Walter L. Howe to the said party of the second part: payable 5 years after date in New York exchange at the Lawrence Natl. Bank Lawrence Kansas

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 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 Juliam Howe and Walter L. Howe heirs and assigns.

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

Signed and delivered in presence of

Walter L. Howe (SEAL.)
Juliam Howe (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 5th day of Aug, A. D. 1896, before me, N. E. Benson, a Notary Public in and for said County and State, came Juliam Howe and Walter L. Howe 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 Jan 20th 1899 N. E. Benson Notary Public.
Recorded Aug 6 A. D. 1896, at 1st o'clock A. M.

James Benson
Register of Deeds.

The following is endorsed on the original instrument.
Release. The Note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged.
As witness my hand this 11th day of August A. D. 1903.
N. E. Benson.

Recorded Aug 11th 1903.
N. E. Benson
Register of Deeds.

