

This Indenture, Made this 14th day of October in the year of our Lord one thousand eight hundred and ninety six between William P. Greene and Nettie B. Greene, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and C. W. Smith, Agent of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen \$16.00 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 No 150 New Jersey Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said W. P. Greene & wife 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 exception incumbrances I certain Note & Mortgage for one Hundred & Thirty Dollars

This grant is intended as a Mortgage to secure the payment of the sum of

Sixteen \$16.00 Dollars

according to the terms of One certain Note this day executed and delivered by the said C. W. Smith, Agent to the said party of the second part:

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 part 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 W. P. Greene & wife heirs and assigns.

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

Signed and delivered in presence of

C. L. Leacher

Nettie B. Greene (SEAL.)

William P. Greene (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14th day of October, A. D. 1896, before me, Francis M. McStale, a Notary Public in and for said County and State, came William P. Greene

to me personally known to be the same person 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 Feb. 19th 1898

Francis M. McStale

Notary Public.

Recorded October 14 A. D. 1896, at 5:30 o'clock P.M.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 15th day of March 1897

C. W. Smith, Agent
Witness: Frank Brooks
Deputy Register of Deeds